State of New Hampshire
Department of Health and Human Services

REQUEST FOR PROPOSALS

RFP-2022-DPHS-07-REPRO

FOR

Reproductive and Sexual Health Services

March 31, 2021

TABLE OF CONTENTS

1. INTRODUCTION

1.1. Purpose and Overview

This Request for Proposals (RFP) is published to solicit proposals from health agency vendors including but not limited to, health departments, community health centers, mobile health units and institutes of higher education, to provide reproductive and sexual health services to individuals in need with a heightened focus on vulnerable and/or low-income populations.

The New Hampshire Department of Health and Human Services (DHHS or Department), Division of Public Health Services (DPHS), seeks to partner with rural and urban sites to ensure access to affordable reproductive health care services statewide.

The Department anticipates awarding one (1) or more contract(s) for the services in this RFP.

1.2. Request for Proposal Terminology

ACS – American Community Survey (ACS)

BPHCS – Bureau of Population Health and Community Services

CDC – Centers for Disease Control and Prevention

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER – Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated solely to providing individuals with comprehensive family planning and reproductive health services.

1.3. Contract Period

The Contract(s) resulting from this RFP is/are anticipated to be effective July 1, 2021, or upon Governor and Executive Council approval, whichever is later, through June 30, 2023.

The Department may extend contracted services for up to two (2) additional years, contingent upon satisfactory Contractor performance, continued funding, and Governor and Executive Council approval.

2. BACKGROUND

2.1. New Hampshire Department of Health and Human Services, Division of Public Health Services (DPHS)

The Department's mission is to join communities and families in providing opportunities for citizens to achieve health and independence. The Bureau of Population Health & Community Services (BPHCS) contributes to this mission, in part, by providing resources that develop and deliver family planning and other health related support services.

DPHS is a responsive, expert leadership organization that promotes optimal health and well-being for all people in New Hampshire and protects them from illness and injury. DPHS is responsible for serving the public – individuals, families, communities and organizations – by delivering high quality, evidenced-based services. DPHS responds promptly to public health threats, inquiries, and emerging issues.

2.2. Background

DPHS offers a comprehensive and integrated network of programs and partners that can provide essential services to vulnerable populations. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout our State to enable citizens to lead healthy and independent lives.

Family planning services reduce health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State, Individuals with lower levels of education and income, uninsured individuals, individuals of color, and other minority individuals are less likely to have access to quality family planning services.

3. STATEMENT OF WORK

3.1. Covered Populations

All individuals statewide who are in need of reproductive and sexual health services with a heightened focus on vulnerable and low-income populations including, but not limited to:

3.1.1. Uninsured.

3.1.2. Underinsured.

3.1.3. Individuals who are eligible and/or are receiving Medicaid services.

3.1.4. Adolescents.

3.1.5. Lesbian Gay Bisexual Transgender Questioning (LGBTQ).

3.1.6. Those in need of Confidential Services.

For the definition of confidential services, for the purposes of this RFP, visit: https://ecfr.federalregister.gov/current/title-42/chapter-I/subchapter-D/part-59/subpart-A/section-59.11.

3.1.7. Individuals at or below two hundred fifty (250) percent federal poverty level.

3.1.8. Refugees.

3.1.9. Persons at risk of unintended pregnancy due to substance abuse.

3.2. Scope of Services

3.2.1. Selected Vendor(s) will provide family planning and reproductive health services to the populations identified in 3.1 in the proposed region(s) of the State.

3.2.1.1. **Note:** Proposers must complete and submit Appendix G, Service Area(s) and Numbers Served as part of the Technical Proposal.)

3.2.2. Family Planning and Reproductive Health Services will include, but are not limited to:

3.2.2.1. Clinical services.

3.2.2.2. Sexually Transmitted Diseases (STD) and Human Immunodeficiency Virus (HIV) testing.

3.2.2.3. STD and HIV counseling.

3.2.2.4. Sterilization services.

3.2.2.5. Sexual health education materials including sterilization education materials.

3.2.2.6. Preconception Health for all individuals of childbearing age.

3.2.3. Selected Vendor(s) will make reasonable efforts to collect charges from clients without jeopardizing client confidentiality in accordance with Appendix F, Title X Sub-Recipient Fee Policy and Sliding Fee Scales.

Q1 ***What is your experience providing reproductive and sexual health services? Include the services provided.***

Q2 ***What is your capacity to provide the services in this Request for Proposal to the covered populations in your proposed area? Complete Appendix E, Program Staff List, for each State Fiscal Year (July 1 through June 30) of the contract period.***

3.2.4. Clinical Services:

3.2.4.1. Selected Vendor(s) will provide Reproductive and Sexual Health Clinical Services in compliance with all applicable Federal and State guidelines including the New Hampshire Title X Family Planning Clinical Services Guidelines (Appendix H).

3.2.4.2. Selected Vendor(s) will follow and maintain established written internal protocols, policies, practices and clinical family planning guidelines that must comply with Title X rules, and will provide copies of said materials to the Department upon request.

3.2.4.3. Selected Vendor(s) will maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines' signature page signed by all MDs, APRNs, PAs, nurses and/or any staff providing direct care and/or education to clients for review within thirty (30) days of the Contract effective date and on an annual basis by July 1. Any staff subsequently added to provide Title X services must also sign prior to providing direct care and/or education.

3.2.4.4. Selected Vendor(s) must ensure reproductive and sexual health medical services are performed under the direction of a Medical Director who is a licensed physician with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).

3.2.4.5. Selected Vendor(s) will provide a broad range of contraceptive methods, including but not limited to:

3.2.4.5.1. Intrauterine device (IUD).

3.2.4.5.2. Implant.

3.2.4.5.3. Contraceptive pills.

3.2.4.5.4. Contraceptive injection.

3.2.4.5.5. Condoms.

3.2.4.5.6. Fertility awareness based methods (FABM).

3.2.4.6. Selected Vendor(s) must have at a minimum one (1) clinical provider on staff who is proficient in the insertion and removal of Long Acting Reversible Contraception (LARC), IUD and Implant; and provide documentation verifying proficiency to the Department on an annual basis no later than August 31 each year, or as directed by the Department.

3.2.5. Sterilization Services:

3.2.5.1. Selected Vendors must provide counseling and referral services to individuals seeking sterilization services.

3.2.5.2. Selected Vendor(s) have the **option to provide sterilization services*** in adherence to all federal sterilization requirements in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to the federal requirements in accordance with 42 CFR §50.200 et al.

***IMPORTANT NOTE: Listing the optional sterilization services (in addition to the required sterilization counseling and referral services), in response to Question #3 below, will not impact a Vendor's score.**

Q3 ***What reproductive and sexual health clinical services will you provide to the populations identified in 3.1? List the services and describe each in narrative form.***

Q4 ***Do you have the capability to provide same-day insertion of LARC methods and same-day contraception access? If no to either, include and explain the length of time required. Specify which contraceptive methods are in stock and which methods require a referral.***

3.2.6. Selected Vendor(s) must have an Electronic Medical Record (EMR) system that meets Family Planning Annual Report (FPAR) 2.0 requirements no later than August 31, 2021.

3.2.7. Selected Vendors will work directly with the Department's database Contractor to ensure EMR is integrated with the Department's FPAR 2.0 compliant Family Planning database no later than November 1, 2021.

3.2.8. STD and HIV Counseling and Testing:

3.2.8.1. Selected Vendor(s) will provide STD and HIV counseling and testing in compliance with the most up-to-date Centers for Disease Control and Prevention (CDC) STD Treatment Guidelines (Appendix H).

3.2.8.2. Selected Vendor(s) must ensure staff providing STD and HIV counseling are trained utilizing CDC models or tools.

3.2.8.3. Selected Vendor(s) must ensure all family planning clinical staff participate in the yearly STD webinar training conducted by the Department and keep records of staff participation. A minimum of two (2) clinical staff must attend the "live" webinar on the scheduled date. Selected Vendor(s) must ensure clinical staff not able to attend the "live" webinar view a recording of the training within thirty (30) days of the "live" webinar. The training can be utilized for HRSA Section 318 eligibility requirements, if applicable.

3.2.9. Health Education Materials:

3.2.9.1. Selected Vendor(s) will provide health education and information materials in accordance with the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (Appendix I). Examples of health education material topics include:

3.2.9.1.1. Sexually transmitted diseases (STD).

3.2.9.1.2. Contraceptive methods.

3.2.9.1.3. Pre-conception care.

3.2.9.1.4. Achieving pregnancy/infertility.

3.2.9.1.5. Adolescent reproductive health.

3.2.9.1.6. Sexual violence.

3.2.9.1.7. Abstinence.

3.2.9.1.8. Pap tests/cancer screenings.

3.2.9.1.9. Substance abuse services.

3.2.9.1.10. Mental health.

3.2.9.2. Selected Vendor's(s') health education and information materials must be reviewed by an Advisory Board in accordance with Title X Family Planning I&E Advisory and Community Participation Guidelines/Agreement (Appendix I).

3.2.9.3. Selected Vendor(s') Advisory Board members must include individuals of the population or community for which the materials are intended and must be broadly representative in terms of demographic factors including:

3.2.9.3.1. Race;

3.2.9.3.2. Color;

3.2.9.3.3. National origin;

3.2.9.3.4. Handicapped condition;

3.2.9.3.5. Sex, and

3.2.9.3.6. Age.

3.2.9.4. Selected Vendor(s') Advisory Board will assess the Title X Reproduction and Sexual Health program at a minimum of two (2) times a year to ensure the program is meeting all goals and objectives in accordance with the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement.

3.2.9.5. Selected Vendor(s) must ensure all health education materials meet current medical standards and must have a documented process for discontinuing any out of date materials.

3.2.9.6. Selected Vendor(s) must ensure all health education materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.

3.2.9.7. Selected Vendor(s) will submit a listing of Advisory Board approved I&E materials being distributed to Title X clients to

the Department on an annual basis, on a set date to be determined by the Department. Information listed must include, but is not limited to:

3.2.9.7.1. Title of the I&E material.

3.2.9.7.2. Subject.

3.2.9.7.3. Publisher.

3.2.9.7.4. Date of publication.

3.2.9.7.5. Advisory Board approval Date.

3.2.9.8. Selected Vendor(s) will support program outreach and promotional activities utilizing Temporary Assistance for Needy Families (TANF) funds.

3.2.9.9. Selected Vendor(s) will submit an Outreach and Education Report to the Department on an annual basis no later than August 31, or as specified by the Department.

Q5 ***Provide your plan for providing Outreach and Education. How will you collaborate with community partners? Include benchmarks and a timeline.***

3.2.10. Work Plan

3.2.10.1. Selected Vendor(s) will develop a Reproductive and Sexual Health Services Work Plan for Year One (1) of the Agreement utilizing the Title X Reproductive and Sexual Health Services Work Plan template (Appendix J), and will submit the work plan to the Department for approval within thirty (30) days of the contract effective date.

3.2.10.2. Selected Vendor(s) will:

3.2.10.2.1. Track and report Reproductive and Sexual Health Services Work Plan Outcomes;

3.2.10.2.2. Revise the Work Plan accordingly; and

3.2.10.2.3. Submit an updated Work Plan to the Department on an annual basis for approval no later than August 31.

3.2.11. Staffing

3.2.11.1. Selected Vendor(s) will provide and maintain qualified staffing to perform and carry out all requirements, roles and duties in

Subsection 3.2, Scope of Work, of this RFP. Selected Vendor(s) will:

3.2.11.1.1. Ensure staff unfamiliar with the FPAR data system currently in use by the NH Family Planning Program (FPP) attend a required one (1) day orientation/training Webinar conducted by the Department's database Contractor.

3.2.11.1.2. Ensure staff are supervised by a Medical Director, with specialized training and experience in family planning, in accordance with Section 3.2.4.4 above.

3.2.11.1.3. Ensure staff have received appropriate training and possess the proper education, experience and orientation to fulfill the requirements in this RFP and maintain documentation verifying this requirement is met.

3.2.11.1.4. Maintain up-to-date records and documentation for staff requiring licenses and/or certifications and submit documentation to the Department upon request and no less than annually.

3.2.11.1.5. Notify the Department in writing of any newly hired staff essential to carrying out contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

3.2.11.1.6. Notify the Department in writing via a written letter, submitted on agency letterhead, when:

3.2.11.1.6.1. A critical position is vacant for more than thirty (30) days; and

3.2.11.1.6.2. There is not adequate staffing available to perform required services for more than thirty (30) days.

3.2.11.1.6.3. If a clinic site is closed for more than thirty (30) days and/or is permanently closed.

3.2.12. Selected Vendor(s) shall ensure that all employees and subcontractors providing direct services to clients under this Agreement have undergone a criminal background check and have no convictions for crimes that represent evidence of behavior that could endanger clients served under this Agreement.

Q6 ***Provide your proposed Staffing Plan to perform all requirements included in this RFP. Include an organizational chart, resumes for filled positions, and job descriptions for any vacant positions.***

3.2.13. Meetings, Trainings and Site Visits

3.2.13.1. Selected Vendor(s) will ensure the Director attends in-person and/or web-based meetings and trainings facilitated by the NH FPP upon request. Meetings will include, but are not limited to, a minimum of two (2) Family Planning Agency Directors Meetings per calendar year.

3.2.13.2. Selected Vendor(s) will keep and maintain staff training logs available to the Department upon request.

3.2.13.3. Selected Vendor(s) must ensure all family planning staff complete the Title X Orientation e-learning courses that includes:

3.2.13.3.1. "Title X Orientation: Program Requirements for Title X Funded Family Planning Projects," and

3.2.13.3.2. "Introduction to Reproductive Anatomy and Physiology."

3.2.13.4. Selected Vendors(s) must ensure all family planning staff complete yearly Title X training(s) on topics including:

3.2.13.4.1. Mandatory Reporting for abuse, rape, incest, and human trafficking;

3.2.13.4.2. Family Involvement and Coercion;

3.2.13.4.3. Non-Discriminatory Services; and

3.2.13.4.4. Sexually Transmitted Disease.

3.2.13.5. Selected Vendor(s) agree to Site Visits conducted by the Department upon the request of the Department as needed, but no less than annually. Selected Vendor(s) will be required to:

3.2.13.5.1. Complete pre-site visit forms provided by the Department in advance of scheduled visits.

3.2.13.5.2. Pull medical charts for auditing purposes.

3.3. Reporting Requirements

3.3.1. Selected Vendor(s) will collect and report general data consistent with current Title X (Federal) requirements (see Appendix K, FPAR Data Elements – SAMPLE DRAFT), utilizing the data system used by the NH FPP. The Department will provide notification to selected Vendor(s) of any change in Title X data elements no less than thirty (30) days in advance.

3.3.2. Selected Vendor(s) will adhere to the Family Planning Reporting Calendar (Appendix L).

3.3.3. Federal Reporting Requirements:

3.3.3.1. Selected Vendor(s) will submit FPAR documents to the Department each year of the Agreement, at a time specified in Appendix L, Family Planning Reporting Calendar, in order for the Department to monitor and report program performance to the CDC (45 CFR §742 and 45 CFR §923).

3.3.3.2. Selected Vendor(s) will submit the required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than monthly, by the tenth (10th) day of each month, to the Department's Family Planning Data System contractor.

3.3.4. State Clinical Reporting Requirements:

3.3.4.1. Selected Vendor(s) will track and report Family Planning and Sexual Health Services performance indicators and measures, via Data Trend Tables (DTT) and work plans, and submit an Annual Outcomes Report to the Department no later than August 31 each year, or as directed by the Department.

3.4. Performance Measures

3.4.1. Selected Vendor(s) will meet the yearly performance measures developed by the Department as stated in Appendix M, Family Planning Performance Indicators and Performance Measures Definitions.

3.4.2. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

3.4.3. The Department may collect other key data and metrics from Contractor(s), including client-level demographic, performance, and service data.

Q7 ***How will you meet the required reporting requirements?***

Q8 ***What is your experience and capacity in performing quality improvement activities?***

Q9 ***Provide your plan to meet the performance measures in Appendix M.***

3.5. Compliance

3.5.1. Selected Contractor(s) must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

3.5.2. The selected Contractor must meet all information security and privacy requirements as set by the Department.

3.5.3. The selected Contractor must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:

3.5.3.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

3.5.3.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

3.5.3.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

3.5.3.4. Medical records on each patient/recipient of services.

3.5.3.5. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

3.5.4. Credits and Copyright Ownership

3.5.4.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, “The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.”

3.5.4.2. All written, video and audio materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

3.5.4.3. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:

3.5.4.3.1. Brochures.

3.5.4.3.2. Resource directories.

3.5.4.3.3. Protocols.

3.5.4.3.4. Guidelines.

3.5.4.3.5. Posters.

3.5.4.3.6. Reports.

3.5.4.4. The selected Contractor(s) shall not reproduce any materials produced under the contract without prior written approval from the Department.

3.5.5. Culturally and Linguistically Appropriate Services

3.5.5.1. The Department is committed to reducing health disparities in New Hampshire and recognizes that culture and language can have a considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in their efforts to access services. As a result, Department is strongly committed to providing culturally and linguistically competent programs and services for its clients, and as a means of ensuring access to quality care for all. As part of that commitment, Department continuously strives to improve existing programs and services, and to bring them in line with current best practices.

3.5.5.2. The Department requires all Contractors and sub-recipients to provide culturally and linguistically appropriate programs and services in compliance with all applicable federal civil rights laws, which may include: Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973. Collectively, these laws prohibit discrimination on the grounds of race, color, national origin, disability, age, sex, and religion.

3.5.5.3. There are numerous resources available to help recipients increase their ability to meet the needs of culturally, racially and linguistically diverse clients. Some of the main information sources are listed in the Bidder's Reference Guide for Completing CLAS Section of the RFP, and, in the Vendor/RFP section of the Department's website.

3.5.5.4. A key Title VI guidance is the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards), developed by the U.S. Department of Health and Human Services in 2000. The CLAS Standards provide specific steps that organizations may take to make their services more culturally and linguistically appropriate. The enhanced CLAS standards, released in 2013, promote effective communication not only with persons with Limited English Proficiency, but also with persons who have other communication needs. The enhanced Standards provide a framework for organizations to best serve the nation's increasingly diverse communities.

3.5.5.5. Contractors are expected to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.

3.5.5.6. Successful Contractors will be:

3.5.5.6.1. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within ten (10) days of the date the contract is approved by Governor and Council; and

3.5.5.6.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, which can be found in the Vendor/RFP section of the Department's website.

3.5.5.7. The guidance that accompanies Title VI of the Civil Rights Act of 1964 requires recipients to take reasonable steps to ensure

meaningful access to their programs and services by persons with Limited English Proficiency (LEP persons). The extent of an organization's obligation to provide LEP services is based on an individualized assessment involving the balancing of four factors:

3.5.5.7.1. The number or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program or services (this includes minor children served by the program who have LEP parent(s) or guardian(s) in need of language assistance);

3.5.5.7.2. The frequency with which LEP individuals come in contact with the program, activity or service;

3.5.5.7.3. The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service; and

3.5.5.7.4. The resources available to the organization to provide language assistance.

3.5.5.8. **Contractors are required to complete the TWO (2) steps listed in the Appendix C to this RFP, as part of their Proposal.** Completion of these two items is required not only because the provision of language and/or communication assistance is a longstanding requirement under the Federal civil rights laws, but also because consideration of all the required factors will help inform Vendors' program design, which in turn, will allow Vendors to put forth the best possible Proposal.

3.5.5.9. For guidance on completing the two steps in Appendix C, please refer to Proposer's Reference for Completing the CLAS Section of the RFP, which is posted on the Department's website. http://www.dhhs.nh.gov/business/forms.htm.

3.5.6. Audit Requirements

3.5.6.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:

3.5.6.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a

subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

3.5.6.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

3.5.6.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

3.5.6.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

3.5.6.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

3.5.6.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

3.5.6.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

3.6. Contract Monitoring Provisions

3.6.1. All Contractors must complete Appendix B, Contract Monitoring Provisions.

3.6.2. The Department will use Vendor responses to conduct a risk assessment to determine if enhanced contract monitoring is necessary if the Vendor is awarded a contract. The risk assessment will not be used to disqualify or score Proposals.

4. PROPOSAL EVALUATION

4.1. Selection Process

4.1.1. The Department will score Vendor Technical Proposals based on 250 total possible points, with a minimum allowable Pass/Fail Technical score of not less than 175 points, (70%) of the total possible points, to be selected for a contract award. Any Technical Proposal not meeting or exceeding the minimum allowable Pass/Fail Technical score will not be considered for a contract award.

4.1.2. Proposers meeting or exceeding the minimum allowable Pass/Fail Technical score will be selected for a contract award. The total funding allocated to each selected Vendor will be determined using a Department funding formula as specified in Section 5. Finance. **No Cost Proposal Is Required**.

4.1.3. Upon Vendor selection(s) and allocation of funding by the Department, selected Vendor(s) will complete and provide to the Department Budget Sheets for each State Fiscal Year of the contract period, and a Budget Narrative for each Budget Sheet that explains the specific line item costs included in each Budget Sheet and their direct relationship to meeting the objectives of this RFP.

4.2. Technical Proposal*

4.2.1.	Experience (Q1)	20 Points
4.2.1.	Overall Capacity (Q2)	35 Points
4.2.2.	Clinical Services (Q3)	40 Points
4.2.3.	Same Day LARC Insertion and Contraception (Q4)	35 Points
4.2.4.	Outreach and Education (Q5)	20 Points
4.2.5.	Staffing Plan (Q6)	20 Points
4.2.6.	Reporting (Q7)	25 Points
4.2.7.	Quality Improvement Experience and Capacity (Q8)	25 Points
4.2.8.	Performance Measures (Appendix M) (Q9)	30 Points
	Technical Proposal Total Points Available	**250 Points**
	Minimum Allowable Pass/Fail Technical Score	**175 Points**

Proposing optional sterilization services and/or mobile services in response to the Technical Proposal questions will not impact scoring.

5. FINANCE

5.1. Financial Standards

5.1.1. The Department anticipates using Federal Funds and State General Funds for the resulting contract(s). The Department may choose to modify the source of funding contingent upon the availability of funds at the time of award(s). Any selected Vendor will be subject to the requirements in the Catalog of Federal Domestic Assistance (CFDA) #93.217, U.S. Department of Health and Human Services, Office of Assistant Secretary of Health (OASH) NH Family Planning (Title X) Program Family Planning Services Grants; and CFDA #93.558, U.S. Department of Health and Human Services, Administration for Children & Families, Temporary Assistance for Needy Families (ACF, TANF) and any additional funding sources.

5.1.2. Selected Vendor(s), selected through the Selection Process as specified in Section 4. Proposal Evaluation *(Technical Proposals meeting or exceeding the minimum allowable Pass/Fail Technical score)*, will be awarded a fixed base funding amount (same amount for all selected Vendors) to be determined by the Department based on available funding. Selected Vendor(s) will be awarded additional funding determined by the Department utilizing a Funding Formula Worksheet (see Appendix N, DHHS Funding Formula Worksheet Example), factoring in selected Vendors' proposed data provided in Appendix G of the Technical proposal. The Funding Formula Worksheet will calculate each selected Vendor's additional funding award based on the following criteria:

5.1.2.1. **Social and Community Need (60% of calculation):** defined as the social and community need assessed utilizing five (5) years of estimated data obtained through the 2019 American Community Survey (ACS) that includes data on females 15-49 years of age, females 18-44 years of age with a high school diploma or less, and females 15-50 years of age who are below 200% poverty level and had a birth in the last twelve (12) months; and

5.1.2.2. **Total proposed number of unduplicated clients to be served annually (40% of calculation):** defined as a selected Vendor's total proposed number of unduplicated clients to be served annually as provided in Appendix G (that will also

identify the total number of unduplicated clients served in State Fiscal Year 2020 used as a baseline).

5.1.3. Selected Vendors proposing the same catchment area(s) will each be allocated the fixed base funding amount and will share the additional funding allocated as determined in accordance with 5.1.2 above.

5.1.4. **Note:** Additional Funding award amounts, over and above the base funding award amounts, will not be allocated to selected Vendor(s) based on individual Technical scores.

5.1.5. Upon Vendor selection and allocation of funding by the Department, selected Vendor(s) will complete and provide Budget Sheets for each State Fiscal Year of the contract period, as well as a Budget Narrative for each Budget Sheet that explains the specific line item costs in each Budget Sheet and their direct relationship to meeting the objectives of this RFP.

**The Department developed a Funding Formula Worksheet to ensure the awarded Vendor(s) has/have the ability and capacity to provide high quality, low-cost reproductive and sexual health services to individuals throughout the State based on social and community need, the proposed number of clients served, and the services included in Section 3. Scope of Services. The funding formula ensures the Department is a good steward of the available state and federal dollars allocated to the services in this RFP.*

6. PROPOSAL PROCESS

6.1. Contact Information – Sole Point of Contact

6.1.1. The sole point of contact, the Contract Specialist, relative to the proposal process for this RFP, from the RFP issue date until the selection of a Proposer(s), and approval of the resulting contract(s) by the Governor and Executive Council is:

State of New Hampshire
Department of Health and Human Services
Marsha M. Lamarre, Senior Contract Specialist
Bureau of Contracts & Procurements
129 Pleasant Street
Concord, New Hampshire 03301
Email: Marsha.M.Lamarre@dhhs.nh.gov
Phone: 603-271-9780

6.1.2. From the date of release of this RFP until an award is made and announced regarding the selection of a Proposer, all communication with personnel employed by or under contract with the Department regarding this RFP is prohibited unless first approved by the RFP Sole Point of Contact listed in Section 6.1.1, herein. Department employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential Contractor during the selection process, unless otherwise authorized by the RFP Sole Point of Contact. Proposers may be disqualified for violating this restriction on communications.

6.2. Procurement Timetable

Procurement Timetable

(All times are according to Eastern Time. The Department reserves the right to modify these dates at its sole discretion.)

Item	Action	Date
1.	RFP Release Date	March 31, 2021
2.	Letter of Intent Submission Deadline [OPTIONAL]	April 9, 2021
3.	RFP Questions Submission Deadline	April 9, 2021 **2:00 PM**
4.	Department Response to Questions Published	April 16, 2021
5.	Proposal Submission Deadline	April 30, 2021 **11:59 PM**

6.3. Letter of Intent

6.3.1. A Letter of Intent to submit a Proposal in response to this RFP is optional. Letters of Intent are due by the date and time identified in Subsection 6.2: Procurement Timetable.

6.3.2. Receipt of the Letter of Intent by Department will be required to receive any correspondence regarding this RFP; any RFP amendments, in the event such are produced; or any further materials on this project, including electronic files containing tables required for response to this RFP; any addenda; corrections; schedule modifications; or notifications regarding any informational meetings for Vendors; or responses to comments; or questions.

6.3.3. The Letter of Intent must be transmitted by email to the Contract Specialist identified in Subsection 6.1.

6.3.4. The Proposer is responsible for successful email transmission. The Letter of Intent must include the name, telephone number, mailing address and email address of the Vendor's designated contact. The Department will provide confirmation of receipt of the Letter of Intent if the name and email address of the person to receive such confirmation is provided by the Vendor.

6.3.5. Notwithstanding the Letter of Intent, Vendors remain responsible for reviewing the most updated information related to this RFP before submitting a proposal.

6.4. Questions and Answers

6.4.1. Proposers' Questions

6.4.1.1. All questions about this RFP including, but not limited to, requests for clarification, additional information or any changes to the RFP must be made in writing, by email only, citing the RFP page number and part or subpart, and submitted to the Contract Specialist identified in Subsection 6.1.

6.4.1.2. The Department may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.

6.4.1.3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.

6.4.1.4. Questions must be received by the Department by the deadline given in Subsection 6.2, Procurement Timetable.

6.4.2. Department Answers

The Department intends to issue responses to properly submitted questions by the deadline specified in Subsection 6.2, Procurement Timetable. All oral answers given are non-binding. Written answers to questions received will be posted on the Department's website at (http://www.dhhs.nh.gov/business/rfp/index.htm). Vendors will be sent an email to the contact identified in the Letters of Intent indicating that the Questions and Answers have been posted on the Department's website. This date may be subject to change at the Department's discretion.

6.5. Exceptions

6.5.1. The Department will require the successful Proposer to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that a Vendor believes that exceptions to Appendix A will be necessary for the Vendor to enter into a Contract, the Vendor must note those issues during the RFP Question Period in Subsection 6.2. Proposers may not request exceptions to the Scope of Services or any other sections of this RFP.

6.5.2. The Department will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion.

6.5.3. If the Department accepts a Proposer's exception, the Department will, at the conclusion of the RFP Question Period, provide notice to all potential Contractors of the exceptions that have been accepted and indicate that exception is available to all potential Contractors by publication of the Department's answers on or about the date indicated in Subsection 6.2.

6.5.4. Any exceptions to the standard form contract and exhibits that are not raised by a Proposer during the RFP Question Period will not be considered. In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the Department's terms in response to this solicitation.

6.6. RFP Amendment

The Department reserves the right to amend this RFP, as it deems appropriate prior to the Proposal Submission Deadline on its own initiative or in response to issues raised through Proposer questions. In the event of an amendment to the RFP, the Department, at its sole discretion, may extend the Proposal Submission Deadline. Proposers who submitted a Letter of Intent will receive notification of the amendment, and the amended language will be posted on the Department's website.

6.7. Proposal Submission

6.7.1. Proposals must be submitted electronically to contracts@dhhs.nh.gov and the Contract Specialist at the email address specified in Subsection 6.1.

6.7.1.1. The subject line must include the following information: **RFP-2022-DPHS-07-REPRO (email xx of xx).**

6.7.1.2. The maximum size of file attachments per email is 10 MB. Proposals with file attachments exceeding 10 MB must be submitted via multiple emails.

6.7.2. The Department must receive the Proposal by the time and date specified in the Procurement Timetable in Section 6 and in the manner specified or it may be rejected as non-compliant, unless waived by the Department as a non-material deviation.

6.7.3. The Department will conduct an initial screening step to verify Proposer compliance with the submissions requirements of this RFP. The Department may waive or offer a limited opportunity for a Proposer to cure immaterial deviations from the RFP requirements if it is deemed to be in the best interest of the Department.

6.7.4. Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded. Submission of the Proposals shall be at the Proposer's expense.

6.8. Non-Collusion

The Proposer's required signature on the Transmittal Cover Letter for a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other vendors and without effort to preclude the Department from obtaining the best possible competitive proposal.

6.9. Collaborative Proposals

Proposals must be submitted by one organization. Any collaborating organization must be designated as a subcontractor subject to the terms of Appendix A, P-37 General Provisions and Standard Exhibits.

6.10. Validity of Proposals

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission in the Procurement Timetable above in Subsection 6.2, or until the Effective Date of any resulting Contract, whichever is later.

6.11. Property of Department

All material property submitted and received in response to this RFP will become the property of the Department and will not be returned to the Proposer. The Department reserves the right to use any information presented in any Proposal provided that its use does not violate any copyrights or other provisions of law.

6.12. Proposal Withdrawal

Prior to the Proposal Submission Deadline specified in Subsection 6.2, Procurement Timetable, a submitted Letter of Intent or Proposal may be withdrawn by submitting a written request for its withdrawal to the Contract Specialist specified in Subsection 6.1.

6.13. Public Disclosure

6.13.1. Pursuant to RSA 21-G:37, the content of responses to this RFP must remain confidential until the Governor and Executive Council have awarded a contract. At the time of receipt of Proposals, the Department will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this RFP, the Department will post the name, rank or score of each Proposer. The Proposer's disclosure or distribution of the contents of its Proposal, other than to the Department, will be grounds for disqualification at the Department's sole discretion.

6.13.2. The content of each Proposal and addenda thereto will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of a Proposal in response to this RFP may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

6.13.3. Insofar as a Proposer seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Proposer must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This must be done by separate letter identifying by page number and Proposal section the specific information the Vendor claims to be exempt from public disclosure pursuant to RSA 91-A:5. **The Proposer is strongly encouraged to provide a redacted copy of their Proposal.**

6.13.4. Each Proposer acknowledges that the Department is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. The Department shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event the Department receives a request for the information identified by a Proposer as confidential, the Department shall notify the Proposer and specify the date the Department intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Proposer's responsibility and at the Proposer's sole expense. If the Proposer's fails to obtain a court order enjoining the disclosure, the Department may release the information on the date the Department specified in its notice to the Proposer without incurring any liability to the Proposer.

6.14. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit the Department to award a contract. The Department reserves the right to reject any and all Proposals or any portions thereof, at any time and to cancel this RFP and to solicit new Proposals under a new procurement process.

6.15. Liability

By submitting a Proposal in response to this RFP, a Proposer agrees that in no event shall the Department be either responsible for or held liable for any costs incurred by a Proposer in the preparation or submittal of or otherwise in connection with a Proposal, or for work performed prior to the Effective Date of a resulting contract.

6.16. Request for Additional Information or Materials

The Department may request any Proposer to provide additional information or materials needed to clarify information presented in the Proposal. Such a request will be issued in writing and will not provide a Proposer with an opportunity to change, extend, or otherwise amend its Proposal in intent or substance.

6.17. Oral Presentations and Discussions

The Department reserves the right to require some or all Proposers to make oral presentations of their Proposal. The purpose of the oral presentation is to clarify and expound upon information provided in the written Proposal. Proposers are prohibited from altering the original substance of their Proposals during the oral presentations. The Department will use the information gained from oral presentations to refine the technical review scores. Any and all costs associated with an oral presentation shall be borne entirely by the Proposer.

6.18. Successful Proposer Notice and Contract Negotiations

If a Proposer is selected, the Department will send written notification of their selection and the Department's desire to enter into contract negotiations. Until the Department successfully completes negotiations with the selected Proposer(s), all submitted Proposals remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Proposer(s), the evaluation team may recommend another Proposer(s). The Department will not contact Proposer(s) that are not initially selected to enter into contract negotiations.

6.19. Scope of Award and Contract Award Notice

6.19.1. The Department reserves the right to award a service, part of a service, group of services, or total Proposal and to reject any and all Proposals in whole or in part. A contract award is contingent on approval by the Governor and Executive Council.

6.19.2. If a contract is awarded, the Contractor must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

6.20. Site Visits

The Department may, at its sole discretion, at any time prior to contract award, conduct a site visit at the Proposer's location or at any other location deemed appropriate by the Department, to determine the Proposer's capacity to satisfy the terms of this RFP. The Department may also require the Proposer to produce additional documents, records, or materials relevant to determining the Proposer's capacity to satisfy the terms of this RFP. Any and all costs associated with any site visit or requests for documents shall be borne entirely by the Proposer.

6.21. Protest of Intended Award

6.21.1. Any challenge of an award made or otherwise related to this RFP shall be governed by RSA 21-G:37, and the procedures and terms of this RFP. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this RFP. In the event that any legal action is brought challenging this RFP and selection process, outside of the review process identified in RSA 21-G:37,IV, and

in the event that the State of New Hampshire prevails, the challenger agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

6.22. Contingency

Aspects of the award may be contingent upon changes to state or federal laws and regulations.

6.23. Ethical Requirements

From the time this RFP is published until a contract is awarded, no Proposer shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any Proposer that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Proposer who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from submitting an Proposal to this RFP, or similar request for submission and every such Proposer shall be disqualified from submitting any Proposal or similar request for submission issued by any state agency. A Proposer that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

7. PROPOSAL OUTLINE AND REQUIREMENTS

7.1. Presentation and Identification

7.1.1. Overview

7.1.1.1. Acceptable Proposals must offer all services identified in Section 3 - Statement of Work, unless an allowance for partial scope is specifically described in Section 3.

7.1.1.2. Proposals must be submitted electronically as specified in Subsection 6.7.

7.1.1.3. Proposers must submit a separate electronic document for the Technical Proposal.

7.1.1.4. Fax or hard copies will not be accepted.

7.2. Outline and Detail

7.2.1. Proposal Contents – Outline

Each Proposal shall contain the following, in the order described in this section.

7.2.2. **Technical Proposal Contents –** The Transmittal Cover Letter must:

7.2.2.1. Be on the Proposer's company letterhead.

7.2.2.2. Be signed by an individual who is authorized to bind the company to all statements, including services and prices contained in the Proposal.

7.2.2.3. Contain the following:

7.2.2.3.1. Identify the submitting organization;

7.2.2.3.2. Identify the name, title, mailing address, telephone number and email address of the person authorized by the organization to contractually obligate the organization;

7.2.2.3.3. Identify the name, title, mailing address, telephone number and email address of the fiscal agent of the organization;

7.2.2.3.4. Identify the name, title, telephone number, and email address of the person who will serve as the Vendor's representative for all matters relating to the RFP;

7.2.2.3.5. Acknowledge that the Proposer has read this RFP, understands it, and agrees to be bound by its requirements;

7.2.2.3.6. Explicitly state acceptance of terms, conditions, and general instructions stated in Section 8 Mandatory Business Specifications;

7.2.2.3.7. Confirm that Appendix A P-37 General Provisions and Standard Exhibits has been read and is understood;

7.2.2.3.8. Explicitly state that the Proposal is valid for one hundred and eighty (180) days following the deadline for submission in the Procurement Timetable above in Subsection 6.2, or until the Effective Date of any resulting Contract, whichever is later; and

7.2.2.3.9. Include the date that the Proposal was submitted.

7.2.3. **Table of Contents**

The required elements of the Proposal shall be numbered sequentially and represented in the Table of Contents.

7.2.4. **Executive Summary**. A Proposer must submit an executive summary to:

7.2.4.1. Provide the Department with an overview of the organization and what the Vendor intends to provide;

7.2.4.2. Demonstrate an understanding of the services requested in this RFP and any problems anticipated in accomplishing the work;

7.2.4.3. Demonstrate the overall design of the project in response to achieving the deliverables as defined in this RFP; and

7.2.4.4. Demonstrate familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.

7.2.5. **Proposal Narrative, Project Approach, and Technical Response**

7.2.5.1. The Proposer must address every section of Section 3 Statement of Work.

7.2.5.2. Responses must be in the same sequence and format as listed in Section 3 Statement of Work and must, at a minimum, cite the relevant section, subsection, paragraph and subparagraph number, as appropriate.

7.2.5.3. Proposers are encouraged, but not required to include a Word version of the proposal narrative in the electronic copy.

7.2.6. **Description of Organization**

7.2.6.1. Proposers must include in their Proposal a summary of the company's organization, management and history and how the organization's experience demonstrates the ability to meet the needs of requirements in this RFP. At a minimum, the description must include:

7.2.6.1.1. General company overview;

7.2.6.1.2. Ownership and subsidiaries;

7.2.6.1.3. Company background and primary lines of business;

7.2.6.1.4. Number of employees;

7.2.6.1.5. Headquarters and satellite locations;

7.2.6.1.6. Current project commitments;

7.2.6.1.7. Major government and private sector clients;

7.2.6.1.8. Mission Statement;

7.2.6.1.9. The programs and activities of the company;

7.2.6.1.10. The number of people served;

7.2.6.1.11. Company accomplishments;

7.2.6.1.12. Reasons the company is capable of effectively completing the services outlined in the RFP; and

7.2.6.1.13. All strengths considered to be assets to the company.

7.2.6.2. The Proposer should demonstrate the length, depth, and applicability of all prior experience in providing the requested services as well as the skill and experience of staff.

7.2.7. **Resume(s)** of key personnel who would be primarily responsible for meeting the terms and conditions of any agreement resulting from this RFP.

7.2.8. **Proposer's References**

7.2.8.1. The Proposer must submit three (3) written references from individuals or organizations who have knowledge of the Proposer's capability to deliver services applicable to this solicitation. A current Department employee will not be considered a valid reference.

7.2.8.2. Each written reference must include current contact information, a description of work performed, quality of work, and dates of performance.

7.2.8.3. The Department may contact a reference to clarify any information.

7.2.9. **Subcontractor Letters of Commitment (if applicable)**

The Proposer shall be solely responsible for meeting all requirements and terms and conditions specified in this RFP, its Proposal, and any resulting contract, regardless of whether it proposes to use any subcontractors. The Proposer and any subcontractors shall commit to the entire contract period stated within the RFP, unless a change of subcontractors is specifically agreed to by the Department. All selected Contractor(s) that indicate an intention to subcontract must submit a subcontractor's letter of

commitment to the Department no later than thirty (30) days from the contract effective date. The Department will approve or reject subcontractors for this project and require the Contractor to replace subcontractors found to be unacceptable.

7.2.10. **New Hampshire Certificate of Good Standing**

The Department requires, as applicable, every Contractor to acquire a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State in accordance with RSA 5:18-a.

7.2.11. **Affiliations – Conflict of Interest**

The Proposer must include a statement regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest.

7.2.12. **Required Attachments**

7.2.12.1. The following are required statements that must be included with the Technical Proposal. The Proposer must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Technical Proposal.

7.2.12.1.1. Appendix B, Contract Monitoring Provisions.

7.2.12.1.2. Appendix E, Program Staff List.

7.2.12.1.3. Appendix G, Service Area(s) and Numbers Served.

7.2.12.1.4. Answers to questions in Section 3.

7.2.12.1.5. Appendix C, CLAS Requirements.

8. MANDATORY BUSINESS SPECIFICATIONS

8.1. Contract Terms, Conditions and Liquidated Damages, Forms

8.1.1. Contract Terms and Conditions

The State of New Hampshire sample contract is attached. The Proposer must agree to contractual requirements as set forth in the Appendix A, P-37 General Provisions and Standard Exhibits.

8.1.2. Liquidated Damages

8.1.2.1. The Department may negotiate with the awarded vendor to include liquidated damages in the Contract in the event any deliverables are not met.

8.1.2.2. The Department and the Vendor agree that the actual damages that the Department will sustain in the event the Vendor fails to maintain the required performance standards throughout the life of the contract will be uncertain in amount and difficult and impracticable to determine. The Vendor acknowledges and agrees that any failure to achieve required performance levels by the Contractor will more than likely substantially delay and disrupt the Department's operations. Therefore, the parties agree that liquidated damages may be determined as part of the contract specifications.

8.1.2.3. Assessment of liquidated damages may be in addition to, and not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages applicable to any given incident.

8.1.2.4. The Department may determine compliance and assessment of liquidated damages as often as it deems reasonable necessary to ensure required performance standards are met. Amounts due the Department as liquidated damages may be deducted by the Department from any fees payable to the Contractor and any amount outstanding over and above the amounts deducted from the invoice will be promptly tendered by check from the Contractor to the Department.

9. ADDITIONAL INFORMATION

- **9.1. Appendix A – Form P-37 General Provisions and Standard Exhibits**
- **9.2. Appendix B – Contract Monitoring Provisions**
- **9.3. Appendix C – CLAS Requirements**
- **9.4. Appendix E – Program Staff List**
- **9.5. Appendix F – Title X Sub-Recipient Fee Policy and Sliding Fee Scales**
- **9.6. Appendix G – Service Area(s) and Numbers Served** *(Microsoft Excel file published separately on RFP web page)*
- **9.7. Appendix H – New Hampshire Title X Family Planning Clinical Services Guidelines**
- **9.8. Appendix I – Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement**
- **9.9. Appendix J – Title X Reproductive and Sexual Health Services Work Plan**
- **9.10. Appendix K – FPAR Data Elements (SAMPLE DRAFT)**
- **9.11. Appendix L – Family Planning Reporting Calendar**
- **9.12. Appendix M – Family Planning Performance Indicators and Performance Measures Definitions**
- **9.13. Appendix N – DHHS Funding Formula Worksheet Example** *(Microsoft Excel file published separately on RFP web page)*

FORM NUMBER P-37 (version 12/11/2019)

Do Not Return

Subject:_____

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number ( ) -	1.6 Account Number	1.7 Completion Date Select a Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On:			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Do Not Return

Contractor Initials _____

Date _____

Do Not Return

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials _____

Date _____

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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New Hampshire Department of Health and Human Services

Exhibit A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1 – Revisions to Form P-37, General Provisions

1.1 Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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New Hampshire Department of Health and Human Services

EXHIBIT B

Scope of Services

To be drafted in accordance with the selected Vendor's proposal, as negotiated with the Department through the procurement process.

New Hampshire Department of Health and Human Services

EXHIBIT C

Payment Terms

To be drafted in accordance with the selected Vendor's proposal, as negotiated with the Department through the procurement process.

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New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name:

_____ _____

Date Name:
Title:

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New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name:

_____ Date

_____
Name:
Title:

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New Hampshire Department of Health and Human Services
Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions,” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:

_____ Date

_____
Name:
Title:

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New Hampshire Department of Health and Human Services
Exhibit G

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

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New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name:

_____ Date

_____
Name:
Title:

Do Not Return

New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name:

_____ Date

_____
Name:
Title:

Do Not Return

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Name of Authorized Representative	Name of Authorized Representative
Title of Authorized Representative	Title of Authorized Representative
Date	Date

Do Not Return

New Hampshire Department of Health and Human Services
Exhibit J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

_____ _____

Date

Name:
Title:

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New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: _____

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   _____ NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Appendix B Contract Monitoring Provisions

Management Questionnaire

All Vendors responding to Department-issued Requests for Proposals (RFPs), Requests for Bids (RFBs), or Requests for Applications (RFAs) must complete and return this Management Questionnaire.

	Question	YES	NO	N/A
1.	Was your organization established more than two years ago?	☐Yes	☐No	☐N/A
2.	During the past 18 months, have you experienced staff turnover in positions that will be involved in the administration of the contract?	☐Yes	☐No	☐N/A
3.	Have you managed the same or a similar contract or program during one of the last five (5) calendar years?	☐Yes	☐No	☐N/A
4.	Have you received federal funds from the Department through a contract during one of the last five (5) calendar years?	☐Yes	☐No	☐N/A
5.	Were you ever provided formal written notification from the Department that you were in non-compliance or failed to perform in accordance with contract provisions or requirements?	☐Yes	☐No	☐N/A
6.	If you had a Single Audit performed in accordance with the Federal Uniform Guidance (2 CFR 200 subpart F (200.500)) by an external entity or an audit performed by a state or federal agency during the most recently completed fiscal year, did the audit include any findings?	☐Yes	☐No	☐N/A
7.	Have you ever been required to return payments to the Department as a result of an audit, unallowable expenditure or any other reason?	☐Yes	☐No	☐N/A
8.	Has your organization implemented a new accounting, financial, or programmatic IT system within the last two years?	☐Yes	☐No	☐N/A
9.	Are you aware of any ongoing or pending lawsuits filed against your organization or any investigations or inspections of your organization by any state or federal regulatory agency within the last two years?	☐Yes	☐No	☐N/A
10.	With Department approval, if you intend to subcontract a portion of the work under the resulting contract to another entity, do you have competitive bid procedures for purchases and personal services contracts compliant with state and federal regulations, laws, and rules?	☐Yes	☐No	☐N/A
11.	With Department approval, if you intend to subcontract a portion of the work under the resulting contract to another entity, do you have written policies and procedures for subrecipient/contractor determinations, risk assessments, and subrecipient monitoring as required under Federal Uniform Guidance (2 CFR subpart D (200.300)?	☐Yes	☐No	☐N/A

Appendix B Contract Monitoring Provisions

12.	Does your accounting system identify the receipt and expenditure of program funds separately by each contract or grant, and by line item categories?	☐Yes	☐No	☐N/A
13.	Does your organization maintain a formal system of segregation of duties for procurement, time keeping, and bank statement reconciliation activities?	☐Yes	☐No	☐N/A
14.	Do you have procedures to ensure expenditures are reviewed by an independent person* to determine that all expenditures are allowable under the terms of the contract as well as federal and state regulations, laws and rules?*	☐Yes	☐No	☐N/A
15.	Are time distribution records maintained for each employee performing contracted services that account for time spent working on the contract versus time spent on all other activities?	☐Yes	☐No	☐N/A
16.	Does your financial system compare amounts spent to date with budgeted amounts for each award?	☐Yes	☐No	☐N/A
17.	Does your accounting or financial system include budgetary controls to prevent incurring obligations in excess of total funds available for a grant or a cost category (e.g., personnel costs, equipment, travel)?	☐Yes	☐No	☐N/A
18.	Do you maintain written policy and procedures for all aspects of financial transactions and accounting related to time keeping, a record retention, procurement, and asset management that are compliant with Federal Uniform Guidance requirements (2 CFR subpart D (200.300)?	☐Yes	☐No	☐N/A

*An independent person can be any individual within an organization or an outside third party, who verifies that an expenditure made by another person, is appropriate and in accordance with the terms of the contract. For example, one person would be responsible for making a purchase or authorizing payment and a second independent person verifies that funds were spent appropriately. If you do not have an independent person, please mark "No" for Question 14.

Marking No or N/A for any question on the Management Questionnaire does not preclude a Vendor from being selected.

I hereby declare that the answers provided in this Management Questionnaire are accurate and true to the best of my knowledge.

Signature _____ Printed Name & Job Title _____ Date _____

APPENDIX C

Addendum to CLAS Section of RFP for Purpose of Documenting Title VI Compliance

All DHHS applicants are required to complete the following two (2) steps as part of their application:

(1) Perform an individualized organizational assessment, using the four-factor analysis, to determine the extent of language assistance to provide for programs, services and/or activities; and;
(2) Taking into account the outcome of the four-factor analysis, respond to the questions below.

Background:

Title VI of the Civil Rights Act of 1964 and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program that receives Federal financial assistance. The courts have held that national origin discrimination includes discrimination on the basis of limited English proficiency. Any organization or individual that receives Federal financial assistance, through either a grant, contract, or subcontract is a covered entity under Title VI. Examples of covered entities include the NH Department of Health and Human Services and its contractors.

Covered entities are required to take reasonable steps to ensure ***meaningful access*** by persons with limited English proficiency (LEP) to their programs and activities. LEP persons are those with a limited ability to speak, read, write or understand English.

The **key** to ensuring meaningful access by LEP persons is effective communication. An agency or provider can ensure effective communication by developing and implementing a language assistance program that includes policies and procedures for identifying and assessing the language needs of its LEP clients/applicants, and that provides for an array of language assistance options, notice to LEP persons of the right to receive language assistance free of charge, training of staff, periodic monitoring of the program, and translation of certain written materials.

The Office for Civil Rights (OCR) is the federal agency responsible for enforcing Title VI. OCR recognizes that covered entities vary in size, the number of LEP clients needing assistance, and the nature of the services provided. Accordingly, covered entities have some flexibility in how they address the needs of their LEP clients. (In other words, it is understood that one size language assistance program does not fit all covered entities.)

The **starting point** for covered entities to determine the extent of their obligation to provide LEP services is to apply a four-factor analysis to their organization. It is important to understand that the flexibility afforded in addressing the needs of LEP clients ***does not diminish*** the obligation covered entities have to address those needs.

APPENDIX C

Examples of practices that may violate Title VI include:

- Limiting participation in a program or activity due to a person's limited English proficiency;
- Providing services to LEP persons that are more limited in scope or are lower in quality than those provided to other persons (such as then there is no qualified interpretation provided);
- Failing to inform LEP persons of the right to receive free interpreter services and/or requiring LEP persons to provide their own interpreter;
- Subjecting LEP persons to unreasonable delays in the delivery of services.

Applicant STEP #1 – Individualized Assessment Using Four-Factor Analysis

The four-factor analysis helps an organization determine the right mix of services to provide to their LEP clients. The right mix of services is based upon an individualized assessment, involving the balancing of the following four factors.

(1) The **number** or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program;
(2) The **frequency** with which LEP individuals come in contact with the program, activity or service;
(3) The **importance** or impact of the contact upon the lives of the person(s) served by the program, activity or service;
(4) The **resources** available to the organization to provide effective language assistance.

This addendum was created to facilitate an applicant's application of the four-factor analysis to the services they provide. At this stage, applicants are not required to submit their four-factor analysis as part of their application. **However, successful applicants will be required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council.** For further guidance, please see the Bidder's Reference for Completing the Culturally and Linguistically Appropriate Services (CLAS) Section of the RFP, which is available in the Vendor/RFP Section of the DHHS website.

APPENDIX C

Important Items to Consider When Evaluating the Four Factors.

Factor #1 The number or proportion of LEP persons served or encountered in the population that is eligible for the program.

Considerations:

- The eligible population is specific to the program, activity or service. It includes LEP persons serviced by the program, as well as those directly affected by the program, activity or service.
- Organizations are required not only to examine data on LEP persons served by their program, but also those in the community who are ***eligible*** for the program (but who are not currently served or participating in the program due to existing language barriers).
- Relevant data sources may include information collected by program staff, as well as external data, such as the latest Census Reports.
- Recipients are required to apply this analysis to each language in the service area. When considering the number or proportion of LEP individuals in a service area, recipients should consider whether the minor children their programs serve have LEP parent(s) or guardian(s) with whom the recipient may need to interact. It is also important to consider language minority populations that are eligible for the programs or services, but are not currently served or participating in the program, due to existing language barriers.
- An effective means of determining the number of LEP persons served is to record the preferred languages of people who have day-to-day contact with the program.
- It is important to remember that the ***focus*** of the analysis is on the lack of English proficiency, not the ability to speak more than one language.

Factor #2: The frequency with which LEP individuals come in contact with the program, activity or service.

- The more frequently a recipient entity has contact with individuals in a particular language group, the more likely that language assistance in that language is needed. For example, the steps that are reasonable for a recipient that serves an LEP person on a one-time basis will be very different from those that are expected from a recipient that serves LEP persons daily.
- Even recipients that serve people from a particular language group infrequently or on an unpredictable basis should use this four-factor analysis to determine what to do if an LEP person seeks services from their program.
- The resulting plan may be as simple as being prepared to use a telephone interpreter service.
- The key is to have a plan in place.

Factor #3 The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service.
• The more important a recipient's activity, program or service, or the greater the possible consequence of the contact to the LEP persons, the more likely language services are needed. • When considering this factor, the recipient should determine both the importance, as well as the urgency of the service. For example, if the communication is both important and urgent (such as the need to communicate information about an emergency medical procedure), it is more likely that immediate language services are required. If the information to be communicated is important but not urgent (such as the need to communicate information about elective surgery, where delay will not have any adverse impact on the patient's health), it is likely that language services are required, but that such services can be delayed for a reasonable length of time.
Factor #4 The resources available to the organization to provide effective language assistance.
• A recipient's level of resources and the costs of providing language assistance services is another factor to consider in the analysis. • Remember, however, that cost is merely one factor in the analysis. Level of resources and costs do not diminish the requirement to address the need, however they may be considered in determining how the need is addressed; • Resources and cost issues can often be reduced, for example, by sharing language assistance materials and services among recipients. Therefore, recipients should carefully explore the most cost-effective means of delivering quality language services prior to limiting services due to resource limitations.

APPENDIX C

Applicant STEP #2 - Required Questions Relating to Language Assistance Measures

Taking into account the four-factor analysis, please answer the following questions in the six areas of the table below. (**Do not** attempt to answer the questions until you have completed the four-factor analysis.) The Department understands that your responses will depend on the outcome of the four-factor analysis. The requirement to provide language assistance does not vary, but the measures taken to provide the assistance will necessarily differ from organization to organization.

1. IDENTIFICATION OF LEP PERSONS SERVED OR LIKELY TO BE ENCOUNTERED IN YOUR PROGRAM		
a. Do you make an effort to identify LEP persons served in your program? (One way to identify LEP persons served in your program is to collect data on ethnicity, race, and/or preferred language.)	Yes	No
b. Do you make an effort to identify LEP persons likely to be encountered in the population eligible for your program or service? (One way to identify LEP persons likely to be encountered is by examining external data sources, such as Cenus data)	Yes	No
c. Does you make an effort to use data to identify new and emerging population or community needs?	Yes	No
2. NOTICE OF AVAILABILITY OF LANGUAGE ASSISTANCE		
Do you inform all applicants / clients of their right to receive language / communication assistance services at no cost? **(Or, do you have procedures in place to notify LEP applicants / clients of their right to receive assistance, if needed?)** Example: One way to notify clients about the availability of language assistance is through the use of an "I Speak" card.	Yes	No
3. STAFF TRAINING		
Do you provide training to personnel at all levels of your organization on federal civil rights laws compliance and the procedures for providing language assistance to LEP persons, if needed?	Yes	No

4. PROVISION OF LANGUAGE ASSISTANCE		
Do you provide language assistance to LEP persons, free of charge, in a timely manner? **(Or, do you have procedures in place to provide language**	Yes	No

assistance to LEP persons, if needed) In general, covered entities are required to provide two types of language assistance: (1) oral interpretation and (2) translation of written materials. Oral interpretation may be carried out by contracted in-person or remote interpreters, and/or bi-lingual staff. (Examples of written materials you may need to translate include vital documents such as consent forms and statements of rights.)			
5. ENSURING COMPETENCY OF INTERPRETERS USED IN PROGRAM AND THE ACCURACY OF TRANSLATED MATERIALS			
a. Do you make effort to assess the language fluency of all interpreters used in your program to determine their level of competence in their specific field of service? (Note: A way to fulfill this requirement is to use certified interpreters only.)	Yes	No	
b. As a general rule, does your organization avoid the use of family members, friends, and other untested individual to provide interpretation services?	Yes	No	
c. Does your organization have a policy and procedure in place to handle client requests to use a family member, friend, or other untested individual to provide interpretation services?	Yes	No	
d. Do you make an effort to verify the accuracy of any translated materials used in your program (or use only professionally certified translators)? (Note: Depending on the outcome of the four-factor analysis, N/A (Not applicable) may be an acceptable response to this question.	Yes	No	N/A
6. MONITORING OF SERVICES PROVIDED			
Does you make an effort to periodically evaluate the effectiveness of any language assistance services provided, and make modifications, as needed?	Yes		No
If there is a designated staff member who carries out the evaluation function? If so, please provide the person's title: _____	Yes		No

By signing and submitting this attachment to RFA#_____, the Contractor affirms that it:

1.) Has completed the four-factor analysis as part of the process for creating its proposal, in response to the above referenced RFA.

2.) Understands that Title VI of the Civil Rights Act of 1964 requires the Contractor to take reasonable steps to ensure meaningful access to ***all*** LEP persons to all programs, services, and/or activities offered by my organization.
3.) Understands that, if selected, the Contractor will be required to submit a detailed description of the language assistance services it will provide to LEP persons to ensure meaningful access to programs and/or services, within 10 days of the date the contract is approved by Governor and Council.

Contractor/Vendor Signature | Contractor's Representative Name/Title

Contractor Name | Date

Program Staff List

New Hampshire Department of Health and Human Services

COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: _____

Program: _____

Budget Period: _____

A	B	C	D	E	E	F
Position Title	**Current Individual in Position**	**Projected Hrly Rate as of 1st Day of Budget Period**	**Hours per Week**	**Amnt Funded by this program for Budget Period**	**Amnt Funded by other sources for Budget Period**	**Site***
Example:						
Program Coordinator	Sandra Smith	$21.00	40	$43,680	$43,680	
Administrative Salaries						
Total Admin. Salaries				$0	$0	
Direct Service Salaries						
Total Direct Salaries				$0	$0	
Total Salaries by Program				$0.00	$0.00	

Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically via e-mail to all programs submitting a Letter of Intent by the due date.

*Please list which site(s) each staff member works at, if your agency has multiple sites.

NH FAMILY PLANNING PROGRAM

NH DIVISION OF Public Health Services
Department of Health and Human Services

TITLE X SUB-RECIPIENT FEE POLICY AND SLIDING FEE SCALES

Section: **Maternal & Child Health** Sub Section(s): **Family Planning Program** Version: 1.0
Effective Date: 01/28/21 Next Review Date: 01/01/2022

Approved by:	HALEY JOHNSTON
Authority	PUBLIC HEALTH SERVICES ACT 45 CFR PART 59

I. Fee Policy

Federal Poverty Level, Third Party Billing, and Income Verification

Client income and eligibility for a discount should be assessed, documented in the client record, and re-evaluated at least annually. Documentation of income may include a copy of a pay stub or some other form of documentation of family income; however clients who cannot present documentation of income must not be denied services and are allowed to self-report income. Sub-recipients who have lawful access to other valid means of income verification because of the client's participation in another program may use those data, rather than re-verify income or rely solely on the client's self-report. Whenever possible, there should be separate charts for client records and medical records.

Clients whose documented income is at or below 100% of the Federal Poverty Level (FPL) must not be charged, although the agency must bill all third parties legally obligated to pay for the services (Section 1006(c)(2), PHS Act. 42 CFR 59.5(a)(7)). Bills to third parties may not be discounted.

Clients who are responsible for paying any fees for services received must directly receive a bill at the time services are received. Bills to clients must show total charges minus any allowable discounts. Fees charged to clients must reflect true costs to a sub-recipient agency.

Agencies must offer by federal mandate a broad range of acceptable and effective medically approved family planning methods and services either on-site or by referral (42 CFR 59.5(a)(1)). For the purposes of considering payment for contraceptive services only, where a client has health insurance coverage through an employer that does not provide the contraceptive services sought by the client because the employer has a sincerely held religious or moral objection to providing such coverage, the project director may consider the client's insurance coverage status as a good reason why they are unable to pay for contraceptive services (42 CFR 59.2).

Discount Schedules/Reasonable Cost

A discount schedule (schedule of discounts or sliding fee scale) must be developed and implemented with sufficient proportional increments so that inability to pay is never a barrier to receiving services. The discount schedule must be based on family size, family income, and other specified economic considerations and is required for individuals with family incomes between 101% and 250% of the FPL (42 CFR 59.5(a)(8)). For persons from families whose income exceeds 250% of the FPL, charges must be made in accordance with a schedule of fees designed to recover the reasonable cost of providing services (42 CFR 59.5(a)(8)).

The schedule of discounts should include charges for a new patient, an established patient, counseling and education, supplies, and laboratory costs. The schedule of discounts must be updated annually and be in accordance with the current FPL. Sub-recipient agencies may choose to apply alternative funds to the cost of services in order to provide more generous discounts than what is required under the Title X project.

On an annual basis, sub-recipient agencies must submit to the grantee (New Hampshire Department of Health & Human Services, Division of Public Health Services, New Hampshire Family Planning Program (NH FPP)) a copy of their most current discount schedule that reflects the most recently published FPL.

Third Party Payments

Sub-recipient agencies are required to bill all possible third party payers, including public and private sources, without the application of any discounts, to ensure that Title X funds will be used only on patients without any other sources of payments. Sub-recipient agencies are encouraged to have written agreements with NH Medicaid Plans, as appropriate. Title X funds will be used only as the payer of last resort.

Family income of insured clients should be assessed before determining whether copayments or additional fees are charged. Clients whose family income is at or below 250% of the FPL should not pay more (in copayments or additional fees) than what they would otherwise pay when the schedule of discounts is applied.

Fee Waiver

Fees must be waived for individuals with family incomes above 100% of the FPL who, as determined by the site director, are unable, for good reasons, to pay for family planning services provided through the Title X project. *Clients must not be denied services or be subjected to any variation in quality of services because of the inability to pay.*

Voluntary Donations

Voluntary donations from clients are permissible; however, clients must not be pressured to make donations, and donations must not be a prerequisite to the provision of services or supplies. If a sub-recipient agency chooses to ask for donations, then donations must be requested from *all* clients, including clients using public or private insurance. In such a case, it may be helpful

to display signs at check-out or have a financial counseling script available for project staff who will be tasked with collecting donations.

Donations from clients do not waive the billing/charging requirements set out above (i.e., if a client is unable to pay the fees for services received, any donations collected should go towards the cost of services received.

Discount Eligibility for Minors

Eligibility for discounts for unemancipated minors who receive confidential services must be based on the resources of the minor, provided that the Title X provider has documented its efforts to involve the minor's family in the decision to seek family planning services (absent abuse and, if so, with appropriate reporting) (42 CFR 59.2).

A minor is an individual under eighteen years of age. Unemancipated minors who wish to receive services on a confidential basis must be considered solely on the resources of that minor. If a minor with health insurance requests confidential services, charges for services must be based on the minor's own resources. Income available to a minor client, such as wages from part-time employment and allowances transferred directly to the minor, must be considered in determining a minor's ability to pay for services. Basic provisions (e.g., food, shelter, transportation, tuition, etc.) supplied by the minor's parents/guardians must not be included in the determination of a minor's income.

Under certain conditions where confidentiality is restricted to limited members of a minor's family (e.g., there is parental disagreement regarding the minor's use of family planning services), the charge must be based solely on the minor's income if the minor client's confidentiality could be breached in seeking the full charge. It is not allowable for sub-recipient agencies to have a general policy of no fee or flat fees for the provision of services to minor clients. Nor is it allowable for sub-recipient agencies to have a schedule of fees for minors that is different from all others receiving services.

If a minor is unemancipated and confidentiality is not a concern, the minor's family income must be considered in determining the fee for services as with all other clients. Health insurance plans covering a minor under a parent/guardian's policy should be billed, if the minor does not need or request confidential services. In such a case, a written consent form permitting the billing of the health insurance plan, signed by the minor, must be included in the minor's client record.

Confidential Collections

Sub-recipient agencies must inform clients about the existence of the discount schedule and the fact that services will not be denied due to inability to pay. Sub-recipient agencies must make reasonable efforts to collect bills, but they must in no way jeopardize client confidentiality in the process. Sub-recipient agencies must obtain a client's permission before sending bills or making phone calls to the client's home and/or place of employment.

NH FAMILY PLANNING PROGRAM

NH DIVISION OF Public Health Services
Department of Health and Human Services

Sub-recipient Fee Policy Documentation Requirements

The NH FPP will collect documentation described below as required or as necessary in order to monitor subrecipient agencies to ensure compliance with the Title X project as it relates to the Fee Policy detailed above.

Sub-recipient agencies must have written documentation (policies and procedures) of the following processes, which must be consistent and demonstrated throughout sub-recipient service sites (e.g., in client records, clinic operations):

- A process that will be used for determining and documenting the client's eligibility for discounted services.
- A process for ensuring that client income verification procedure(s) will not present a barrier to receipt of services.
- A process for updating poverty guidelines and discount schedules.
- A process for annual assessment of client income and discounts.
- A process for informing clients about the availability of the discount schedule.
- A process used for determining the cost of services (e.g., using data on locally prevailing rates and actual clinic costs to develop and update the schedule of fees; frequency for updating the costs of services).
- A process for assuring that financial records indicate client income is assessed and that charges are applied appropriately to recover the cost of services.
- A process for how donations are requested and/or accepted.
- Documentation that demonstrates clients are not pressured to make donations and that donations are not a prerequisite to the provision of services or supplies (e.g., scripts).
- A process for determining whether a minor is seeking confidential services (e.g., question on intake form).
- A process for assessing minor's resources (e.g., income).
- A process for alerting all clinic and billing staff about minor clients who are seeking and receiving confidential services.
- A process for obtaining and/or updating contracts with private and public insurers.
- A process used to assess family income before determining whether copayments or additional fees are charged.
- A process for ensuring that financial records indicate that clients with family incomes between 101%-250% of the FPL do not pay more in copayments or additional fees than they would otherwise pay when the discount schedule is applied.
- Process for identifying third party payers the subrecipient will bill to collect reimbursements for cost of providing services.
- A description of safeguards that protect client confidentiality, particularly in cases where sending an explanation of benefits could breach client confidentiality.

II. Definition of A Family Planning Visit

According to the current (2020) Title X Family Planning Annual Report (FPAR), a family planning client is an individual who has at least one family planning encounter during the reporting period (i.e., visits with a medical or other health care provider in which family planning services were provided). The NH FPP considers individuals ages 11 through 64 years to be potentially eligible for family planning services. However, visit definitions are needed to determine who is a family planning client.

Family Planning Visit: a documented contact (either face-to-face in a Title X service site or virtual using telehealth technology) between an individual and a family planning provider of which the primary purpose is to provide family planning and related health services to clients who want to avoid unintended pregnancies or achieve intended pregnancies services.

A virtual family planning encounter uses telecommunications and information technology to provide access to Title X family planning and related preventive health services, including assessment, diagnosis, intervention, consultation, education and counseling, and supervision, at a distance. Telehealth technologies include telephone, facsimile machines, electronic mail systems, videoconferencing, store-and-forward imaging, streaming media, remote monitoring devices, and terrestrial and wireless communications.

Types of Family Planning Visits

1. **Family Planning Encounter With A Clinical Service Provider:** a documented, face-to-face or virtual encounter between a family planning client and a Clinical Services Provider (e.g., physicians, physician assistants, nurse practitioners, certified nurse midwives, and registered nurses with an expanded scope of practice who are appropriately trained in family planning) in which the client is provided (in association with the proposed or adopted method of contraception or treatment for infertility) one or more of the following medical services related to family planning:

    * Pap Smear
    * Pelvic Examination
    * Rectal Examination
    * Testicular Examination
    * Hemoglobin or Hematocrit
    * Pregnancy options counseling
    * Blood Pressure Reading
    * HIV/STI Testing
    * Sterilization
    * Infertility Treatment
    * Preconception Counseling

2. **Family Planning Encounter With An Other Health Care Provider** a documented, face-to-face or virtual encounter between a family planning client and an Other Services Provider (e.g., registered nurses, public health nurses, licensed vocational or licensed practical nurses [LPNs], certified nurse assistants, health educators, social workers, or clinic aides) in which family planning education or counseling services are provided in relation to contraception (proposed or adopted method), infertility or

sterilization. The counseling should include a thorough discussion of the following:

- Reproductive anatomy and physiology
- Infertility, as appropriate
- HIV/STI's
- The variety of family planning methods available, including abstinence and fertility-awareness based methods
- The uses, health risks, and benefits associated with each family planning method
- The need to return for evaluation on a regular basis and as problems are identified

Education and/or counseling related to contraception, infertility or sterilization, which may occur in a group setting on an individual basis, must be face-to-face or virtual contact and documented in the client's medical record in order to be counted as a family planning client.

Laboratory tests, in and of themselves, do not constitute visits of any type. If laboratory testing is performed and there is no other face-to-face or virtual contact between a provider and a client, then the visit cannot be counted. However, if the tests are accompanied by other medical services involving family planning related to contraception (proposed or adopted), infertility, preconception counseling, or sterilization **and/or** family planning counseling and/or education related to contraception (proposed or adopted), infertility or sterilization, an individual will have had a medical or any other health care provider visit by virtue of such medical services or counseling and/or education and is considered a family planning medical visit.

Pap smears and pelvic examinations in and of themselves constitute a medical visit but not a family planning medical visit. However, if a pap smear and pelvic examination are accompanied by other medical services involving family planning (related to contraception (proposed or adopted), infertility, preconception counseling, or sterilization) **and/or** family planning counseling and/or education related to contraception (proposed or adopted), infertility, preconception counseling, or sterilization, an individual is considered to have had a family planning medical visit.

Once an individual has been determined to be a family planning client, there are a number of required services that must be provided to that client. See the NH FPP *Family Planning Clinical Services Guidelines* for detailed information on the minimum required clinical services.

Examples of Clients Who Are Family Planning Clients

- An eleven-year old who is not sexually active, but is provided with counseling and education regarding reproductive anatomy and physiology can be considered as a family planning client. Counseling and education regarding contraceptive methods and HIV/STI counseling and education should also be provided to such clients if appropriate. According to the Title X legislative mandates and conditions in the notice of grant award (NOA), Title X providers must counsel minors on how to resist sexual coercion; encourage minors to include their family in the decision to seek family planning services, and follow all state reporting laws on child abuse, child molestation, sexual abuse, rape, or incest. Additionally, if a minor presents with an STI, pregnancy, or any suspicion of abuse, further evaluation is required and best effort should be made by the Title X provider to determine the age of the minor's partner(s). In Title X and as with the provision of all medical services, discussions between the provider and the client are confidential and based on the provider's expertise in assessing what each patient's needs are, and are indicated in the notes within the client's medical chart.
- An adolescent male who comes in for contraceptive methods education and counseling with his adolescent girlfriend can be counted as a family planning client as long as the client is encouraged to receive other documented Title X required services for males in the future (e.g., sexual history, partner history, and HIV/STI education, testicular self-exam (TSE) education, etc.). According to the Title X legislative mandates and conditions in the NOA, Title X providers must counsel minors on how to resist sexual coercion; encourage minors to include their family in the decision to seek family planning services, and follow all state reporting laws on child abuse, child molestation, sexual abuse, rape, or incest. In Title X and as with the provision of all medical services, discussions between the provider and the client are confidential and based on the provider's expertise in assessing what each patient's needs are, and are indicated in the notes within the client's medical chart.

- An adult male under 65 years old coming in for a comprehensive preventive health visit can be counted as a family planning client if the client receives contraceptive method education and/or counseling (i.e., condoms) and receives other documented Title X required services for males (e.g., sexual history, partner history, HIV/STI education, testicular exam, etc.).

- An adult male under 65 years old coming in for an HIV/STI visit can be counted as a family planning client if the client receives contraceptive method counseling and/or education (i.e., condoms) and receives other documented Title X required services for males (e.g., sexual history, partner history, and HIV/STI education, etc.). Required testicular exam screening may not occur during the HIV/STI visit, but should be performed if the client comes back for other health care services in the future. The

message that condoms can prevent both unintended pregnancy and HIV/STIs must be included as part of the counseling and/or education provided to the client.

- A male who relies on his partner's method for contraception can be counted as a family planning client if the client receives contraception and preconception counseling, and education on the partner's contraceptive method.
- Sterilized individuals can be counted as family planning clients as long as they are under 65 years old and receive other Title X required services, since such individuals have selected a method of birth control (sterilization). All sub-grantees offering sterilization must obtain informed consent at least 30 days, but no more than 180 days, before the date of sterilization.
- Individuals who are abstinent can be counted as family planning clients as long as they are under 65 years old and receive other Title X required services, since such clients have selected a method of contraception (abstinence).
- A female under 65 years old can be counted as a family planning client if they receive contraception education or counseling and other documented Title X required services for females as appropriate (e.g., sexual history, partner history, HIV/STI education, etc.).
- Pregnant individuals or those who are seen for their late stage pregnancy or post-partum visit can be counted as a family planning client if the client receives contraception education and counseling and/or HIV/STI testing as part of their care.
- Individuals who have a positive pregnancy test result can be counted as a family planning client as long as they receive pregnancy diagnosis and counseling services. Pregnant individuals may be provided with information and counseling regarding each of the following options: prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination. Under Title X, the client must be provided a referral for medically necessary prenatal care.
- Individuals with a negative pregnancy test can be counted as a family planning client if the client receives contraception education and counseling. In addition, the cause of delayed menses should be investigated.

Examples of Visits That Are Not Considered Family Planning Encounters

- An individual who receives anonymous HIV counseling, testing, and referral services cannot be counted as a family planning client since the visit cannot be documented and the client does not have a medical record.
- An individual whose reasons for visit does not indicate the need for services related to preventing or achieving pregnancy.

III. Core (Minimum) Family Planning Services

The following services must be charged for on a sliding fee scale, which includes a zero pay category for clients with incomes ≤ 100% of the FPL, and a discount schedule for clients with family incomes >101% and ≤ 250% of the FPL.

1. Client education must provide all clients with the information needed to: make informed decisions about family planning, use specific methods of contraception and identify adverse effects, perform a breast/testicular self-examination, reduce the risk of HIV/STI transmission, understand the range of available services and the purpose and sequence of clinic procedures, and understand the importance of recommended screening tests and other procedures involved in the family planning visit. Client education must be documented in the client record. All clients should receive education as a part of an initial visit, an annual revisit, and any medically indicated revisits related to family planning. Education can occur in a group or individual setting.

2. Counseling to assist clients in reaching an informed decision regarding their reproductive health and the choice and continued use of family planning methods and services must be provided for all clients. In addition all clients must receive counseling on, at a minimum, education about HIV infection and STIs, information on risks and HIV/STI infection prevention, and referral services. Documentation of counseling must be included in the client's record. The client's written informed voluntary consent to receive services must be obtained prior to the client receiving any clinical services. In addition, if a client chooses a prescription method of contraception, a method-specific consent form must be obtained and updated routinely at subsequent visits to reflect current information about the method. The signed informed consent form must be kept in the client's record. All clients should receive counseling as a part of an initial visit, an annual revisit, and any medically indicated revisits related to family planning.

3. Comprehensive history for all clients at initial visit, with updates at subsequent visits, must be obtained. Histories for all clients must include at least the following areas: significant illnesses, hospitalizations, surgery, blood transfusion or exposure to blood products, and acute or chronic medical conditions; allergies; current use of prescription and over-the counter medications; extent of use of tobacco, alcohol, and other drugs; immunization and rubella status; review of systems; pertinent history of immediate family members; and partner history (including injectable drug use, multiple partners, risk history for HIV/AIDs, and sexual orientation). Histories of reproductive functioning in female clients must include at least the following: contraceptive use (past and present); menstrual history; sexual history; obstetrical history; gynecological conditions; history of HIV/STIs; pap smear history; and in utero exposure to DES for clients born between 1940 and 1970. Histories of reproductive function in male clients must include at least the following: sexual history; history of HIV/STIs; and urological conditions.

4. Complete Physical Exam for all clients. For clients, the exam should include (but not required) height and weight, examination of the thyroid, heart, lungs, extremities,

breasts, abdomen, and blood pressure evaluation. For female clients, the exam *must* include blood pressure evaluation, breast examination, pelvic examination including vulvar evaluation and bimanual exam, pap smear (for those 21 years old and older), and HIV/STI screening, as indicated. All physical examination and laboratory test requirements stipulated in the prescribing information for specific methods of contraception must be followed.

5. Laboratory Tests are required for the provision of specific methods of contraception. Pregnancy testing must be provided onsite and HIV, Chlamydia, Gonorrhea, and Syphilis testing must be provided for all clients upon request or if indicated. The following laboratory procedures must be provided to clients if required in the provision of a contraceptive method: anemia assessment, vaginal wet mount, diabetes (blood sugar) testing, cholesterol or lipid testing, Hepatitis B testing, rubella titer, and urinalysis.

7. Level I Infertility Services must be made available to female and male clients desiring such services. Level I Infertility services includes: initial infertility interview, education, physical examination, counseling, and appropriate referral.

8. Revisit schedules must be individualized based on the client's need for education, counseling, and clinical care beyond that provided at the initial and annual visit. Clients selecting hormonal contraceptives, IUDs, cervical caps, or diaphragms for the first time should be scheduled for a revisit as appropriate after initiation of the method to reinforce its proper use, to check for possible side effects, and to provide additional information or clarification. A new or established client who chooses to continue a method already in use need not return for a revisit unless a need for re-evaluation is determined on the basis of findings at the initial visit.

9. Under the federal Title X law, grants cannot be made to entities that offer only a single method or unduly limited number of family planning methods. Either directly or through referral, all reversible and permanent methods of contraception must be provided, which include barrier methods (female and male), IUDs, fertility awareness based methods, hormonal methods (injectables, implants, oral contraceptives, and emergency contraception) and sterilization. Methods not directly provided at the site should be referred first to another Title X site, if appropriate, and, secondly, elsewhere at an agency with which the site has a formal arrangement with for the provision of the service.

NH FAMILY PLANNING PROGRAM

NH DIVISION OF Public Health Services
Department of Health and Human Services

IV SAMPLE DISCOUNT SCHEDULE

The following discount schedule can be used by agencies to help develop their own discount schedule. This discount schedule is a sample and does not necessarily reflect the current FPL.

Annual Income:	100% poverty base numbers	100% Discount 100% of poverty **No Fee**		Cat 80 101-135% of poverty **$25 Fee**		Cat 50 136 -185% of poverty **$50 Fee**	
Family Size:		**From:**	**To:**	**From:**	**To:**	**From:**	**To:**
1	$ 12,060	$ -	$ 12,179.60	$12,180.60	$16,400.60	$16,401.60	$ 22,430.60
2	$ 16,240	$ -	$ 16,401.40	$16,402.40	$22,085.40	$22,086.40	$ 30,205.40
3	$ 20,420	$ -	$ 20,623.20	$20,624.20	$27,770.20	$27,771.20	$ 37,980.20
4	$ 24,600	$ -	$ 24,845.00	$24,846.00	$33,455.00	$33,456.00	$ 45,755.00
5	$ 28,780	$ -	$ 29,066.80	$29,067.80	$39,139.80	$39,140.80	$ 53,529.80
6	$ 32,960	$ -	$ 33,288.60	$33,289.60	$44,824.60	$44,825.60	$ 61,304.60
7	$ 37,140	$ -	$ 37,510.40	$37,511.40	$50,509.40	$50,510.40	$ 69,079.40
8	$ 41,320	$ -	$ 41,732.20	$41,733.20	$56,194.20	$56,195.20	$ 76,854.20
Additional family member	$4,180						

NH FAMILY PLANNING PROGRAM

Fee Policy Agreement

On behalf of _____, I hereby certify that I have read and understand the
(Agency Name)
Information and Fee Policy as detailed above. I agree to ensure all agency staff and subcontractors working on the Title X project understand and adhere to the aforementioned policies and procedures set forth.

_____

Authorizing Official: Printed Name

_____ _____

Authorizing Official Signature Date

SAMPLE

State of New Hampshire
Department of Health & Human Services
Bureau of Population Health and Community Services
Maternal & Child Health Section
Family Planning Program

Family Planning Clinical Services Guidelines
Effective July 1, 2020

<Revised November 1996, November 1997, January 2001, May 2001, October 2004, October 2007, December 2009, December 2010, February 2011, February 2012, April 2014, June 2019, May 2020>

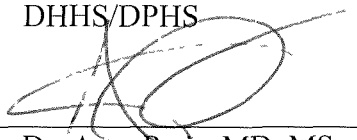
These guidelines detail the minimum required clinical services for Family Planning delegate agencies. They are designed to meet the Title X regulations and Program Guidelines for Project Grants for Family Planning Services, U S. Department of Health & Human Services

Each delegate agency is expected to use these guidelines as minimum expectations for clinical services; the document does not preclude an agency from providing a broader scope of services If an agency chooses to develop full medical protocols, these guidelines will form the foundation reference. Individual guidelines may be quite acceptable with an evidence base. An agency may have more or less detailed guidelines as long as the acceptable national evidentiary resource is cited Title X agencies are expected to provide both contraceptive and preventative health services

These guidelines must be signed by all MDs, APRNs, PAs, and nurses, anyone who is providing direct care and/or education to clients The signatures indicate their agreement to follow these guidelines

Approved:  Date: 7/22/2020

Haley Johnston, MPH
Family Planning Program Manager
DHHS/DPHS

Approved  Date: 7/14/20

Dr. Amy Paris, MD, MS
NH Family Planning Medical Consultant

We agree to follow these guidelines effective July 1, 2019 as minimum required clinical services for family planning.

Sub-Grantee Agency Name

_____

Sub-Grantee Authorizing Signature:

_____

DO NOT SIGN THIS PAGE

Name/Title (Please Type Name/Title)	Signature	Date

Family Planning Clinical Services Guidelines

I. Overview of Family Planning Clinical Guidelines:

A. Title X Priority Goals:

1. To deliver quality family planning and related preventive health services, where evidence exists that those services should lead to improvement in the overall health of individuals.

2. **To provide access to a broad range of acceptable and effective family planning methods** and related preventive health services The broad range of services does not include abortion as a method of family planning

3. To assess client's reproductive life plan as part of determining the need for family planning services, and providing preconception services as appropriate.

B. Delegate Requirements

1. **Provide clinical medical services related to family planning and the effective usage of contraceptive methods and practices.**

   The standard package of services includes·

   - Comprehensive family planning services including. client education and counseling, health history, physical assessment, laboratory testing,
   - Cervical and breast cancer screening,
   - Infertility services provide Level I Infertility Services at a minimum, which includes initial infertility interview, education regarding causes and treatment options, physical examination, counseling, and appropriate referral *These services must be provided at the client's request*
   - Pregnancy diagnosis and counseling regarding prenatal care and delivery, infant care, foster care, or adoption, and pregnancy termination;
   - Services for adolescents;
   - Annual chlamydia and gonorrhea screening for all sexually active women less than 25 years of age and high-risk women ≥ 25 years of age,
   - Sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, and referral;
   - Sexually transmitted disease diagnosis and treatment;
   - Provision and follow up of referrals as needed to address medical and social services needs.

2. **Follow-up treatment for significant problems uncovered by the history or screening, physical or laboratory assessment or other required (or recommended) services for Title X family planning patients should be provided onsite or by appropriate referral per the following clinical practice guidelines:**

- **Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014 (or most current):**
  http://www.cdc.gov/mmwr/pdf/rr/rr6304.pdf

- **With supporting guidelines from:**
  US Medical Eligibility Criteria for Contraceptive Use 2016, CDC (or most current)
  https://www.cdc.gov/mmwr/volumes/69/wr/mm6914a3.htm?s_cid=mm6914a3_w

  U.S. Selected Practice Recommendation for Contraceptive Use, 2016 (or most current). https://www.cdc.gov/mmwr/volumes/65/rr/rr6504a1.htm

  CDC STD & HIV Screening Recommendations, 2016 (or most current)
  http://www.cdc.gov/std/prevention/screeningRecc.htm

  CDC Sexually Transmitted Diseases Treatment Guidelines, 2015 (or most current) https://www.cdc.gov/std/tg2015/tg-2015-print.pdf

  CDC Recommendation to Improve Preconception Health and Health Care, 2014 (or most current): https://www.cdc.gov/preconception/index.html
  Guide to Clinical Preventive Services, 2014 Recommendations of the U.S. Preventive Services Task Force
  http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html

  American College of Obstetrics and Gynecology (ACOG), *Guidelines and Practice Patterns*

  American Society of Colposcopy and Cervical Pathology (ASCCP)

  Other relevant clinical practice guidelines approved by the BPHCS/US DHHS

3. **Necessary referrals for any required services should be initiated and tracked per written referral protocols and follow-up procedures for each agency.**
   - Substance Use Disorder
   - Behavioral Health
   - Immediate Postpartum LARC Insertion
   - Primary Care Services
   - Infertility Services

4. **Assurance of confidentiality must be included for all sessions where services are provided.**
   - Mandated Reporting as a mandated reporter, the legal requirement to report suspected child abuse or neglect supersedes any professional duty to keep

information about clients confidential
https://www.dhhs.nh.gov/dphs/holu/documents/reporting-abuse.pdf
- RSA 161-F, 42-57 Adult Protection Law Persons 18 years old and over
- RSA 169-C, Child Protection Act Children under 18 years old.

5. **Each client will voluntarily review and sign a general consent form prior to receiving medical treatment or contraceptive methods(s).**

6. **Required Trainings:**
   - Sexually Transmitted Disease training all family planning clinical staff members must either participate in the live or recorded NH DHHS webinar session(s) annually
   - Family Planning Basics (Family Planning National Training Center). all family planning clinical staff must complete and maintain a training certificate on file. https://www.fpntc.org/resources/family-planning-basics-elearning
   - Title X Orientation, Program Requirements for Title X Funded Family Planning Projects· all family planning staff (administrative and clinical) must complete and maintain a training certificate on file https://www.fpntc.org/resources/title-x-orientation-program-requirements-title-x-funded-family-planning-projects

II. Family Planning Clinical Services

Determining the need for services among female and male clients of reproductive age by assessing the reason for visit:

- Reason for visit is related to preventing or achieving pregnancy:
  - Contraceptive services
  - Pregnancy testing and counseling
  - Achieving pregnancy
  - Basic infertility services
  - Preconception health
  - Sexually transmitted disease services
- Initial reason for visit is not related to preventing or achieving pregnancy (acute care, chronic care management, preventive services) but assessment identifies the need for services to prevent or achieve pregnancy
- Assess the need for related preventive services such as breast and cervical cancer screening

The delivery of preconception, STD, and related preventive health services should not be a barrier to a client receiving services related to preventing or achieving pregnancy.

Comprehensive Contraceptive Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 7 - 13)

The following steps should help the client adopt, change, or maintain contraceptive use:

1 Ensure privacy and confidentiality

2. Obtain clinical and social information including:

a) Medical history

For women:

- Menstrual history
- Gynecologic and obstetric history
- Contraceptive use including condom use
- Allergies
- Recent intercourse
- Recent delivery, miscarriage, or termination
- Any relevant infectious or chronic health conditions
- Other characteristics and exposures that might affect medical criteria for contraceptive method

For Men

- Use of condoms
- Known allergy to condoms
- Partner contraception
- Recent intercourse
- Whether partner is currently pregnant or has had a child, miscarriage, or termination
- The presence of any infectious or chronic health condition

The taking of a medical history should not be a barrier to obtaining condoms.

b) Pregnancy intention or reproductive life plan. Ask questions such as.

- Do you want to become a parent?
- Do you have any children now?
- Do you want to have (more) children?
- How many (more) children would you like to have and when?

c) Contraceptive experiences and preferences

d) Sexual health assessment including:

- Sexual practices: types of sexual activity the client engages in.
- History of exchanging sex for drugs, shelter, money, etc for client or partner(s)
- Pregnancy prevention. current, past, and future contraception options
- Partners number, gender, concurrency of the client's sex partners
- Protection from STD. condom use, monogamy, and abstinence
- Past STD history in client & partner (to the extent the client is aware)
- History of needle use (drugs, steroids, etc) by client or partner(s)

3 Work with the client interactively to select the most effective and appropriate contraceptive method (Appendix A). Use a shared decision-making approach

presenting information on the most effective methods that meet the individual's priorities for contraception (based whether or not the client wants to become pregnant within the next year, medical history, and past experience with methods)

a) Ensure that the client understands
   - Method effectiveness
   - Correct use of the method
   - Non-contraceptive benefits
   - Side effects
   - Protection from STDs, including HIV

b) Assist client to consider potential barriers that might influence the likelihood of correct and consistent use of the method under consideration including:
   - Social-behavioral factors
   - Intimate partner violence and sexual violence
   - Mental health and substance use behaviors

4 Conduct a physical assessment related to contraceptive use, when warranted as per U.S. Selected Practice Recommendations for Contraceptive Use, 2016, Appendix C. (https //www.cdc.gov/mmwr/volumes/65/rr/rr6504a1_appendix htm#T-4-C.1_down).

5 Provide the contraception method along with instructions about correct and consistent use, help the client develop a plan for using the selected method and for follow-up, and confirm client understanding Document the client's understanding of his or her chosen contraceptive method by using a:
   a) Checkbox, or;
   b) Written statement, or
   c) Method-specific consent form
   d) Teach-back method may be used to confirm client's understanding about risks and benefits, method use, and follow-up

6. Provide counseling for returning clients: ask if the client has any concerns with the contraception method and assess its use. Assess any changes in the client's medical history that might affect safe use of the contraceptive method

7 Counseling adolescent clients should include a discussion on:
   a) Sexual coercion. how to resist attempts to coerce minors into engaging in sexual activities

   b) Family involvement: encourage and promote communication between the adolescent and his/her parent(s) or guardian(s) about sexual and reproductive health

   c) Abstinence: counseling that abstinence is an option and is the most effective way to prevent pregnancy and STDs

A. **Pregnancy Testing and Counseling (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 13- 16):**

The visit should include a discussion about reproductive life plan and a medical history. The test results should be presented to the client, followed by a discussion of options and appropriate referrals.

1 Positive Pregnancy Test· include an estimation of gestational age so that appropriate counseling can be provided.
   a Sub-recipients offer pregnant women the opportunity to be provided information and counseling regarding each of the following options:
      - Prenatal care and delivery
      - Infant care, foster care, or adoption
      - Pregnancy termination

   a) For clients who are considering or choose to continue the pregnancy, initial prenatal counseling should be provided in accordance with recommendations of professional medical organizations such as ACOG.

2. Negative Pregnancy Test and Not Seeking Pregnancy: evaluate reason for negative test Offer same day contraceptive services (including emergency contraception) and discuss the value of making a reproductive life plan

3. Negative Pregnancy Test and Seeking Pregnancy counsel about how to maximize fertility.
   a) If appropriate, offer Basic Infertility Services (Level I) on-site or through referral Key education points include.
      - Peak days and signs of fertility.
      - Vaginal intercourse soon after menstrual period ends can increase the likelihood of becoming pregnant.
      - Methods or devices that determine or predict ovulation
      - Fertility rates are lower among women who are very thin or obese, and those who consume high levels of caffeine.
      - Smoking, consuming alcohol, using recreational drugs, and using most commercially available vaginal lubricants might reduce fertility.

B. **Preconception Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 16- 17):**

Preconception health services should be offered to women of reproductive age who are not pregnant but are at risk of becoming pregnant and to men who are at risk for impregnating their female partner. Services should be administered in accordance with CDC's recommendations to improve preconception health and health care.

1 For women

a) Counsel on the need to take a daily supplement containing folic acid
b) Discussion of reproductive life plan.
c) Sexual health assessment screening including screening for sexually transmitted infections as indicated.
d) Other screening services that include
    - Obtain medical history
        - Many chronic medical conditions such as diabetes, hypertension, psychiatric illness, and thyroid disease have implications for pregnancy outcomes and should be optimally managed before pregnancy.
        - All prescription and nonprescription medications should be reviewed during prepregnancy counseling and teratogens should be avoided
    - Screen for intimate partner violence
    - Screen for tobacco, alcohol, and substance use
    - Screen for immunization status
    - Screen for depression when staff are in place to ensure an accurate diagnosis At a minimum, provide referral to behavioral health services for those who have a positive screen
    - Screen for obesity by obtaining height, weight, & Body Mass Index (BMI)
    - Screen for hypertension by obtaining Blood Pressure (BP).
    - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg (refer to PCP)
    - Women who present for prepregnancy counseling should be offered screening for the same genetic conditions as recommended for pregnant women
    - Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy.

2 For Men.
a) Discussion of reproductive life plan
b) Sexual health assessment screening
c) Other screening services that include.
    - Obtain medical history
    - Screen for tobacco, alcohol, and substance use
    - Screen for immunization status
    - Screen for depression when staff-assisted depression supports are in place to ensure accurate diagnosis, effective treatment, and follow-up
    - Screen for obesity by obtaining height, weight, & BMI
    - Screen for hypertension by obtaining BP
    - Screen for type 2 diabetes in asymptomatic adults with sustained BP > 135/80 mmHg

- Patients with potential exposure to certain infectious diseases, such as the Zika virus, should be counseled regarding travel restrictions and appropriate waiting time before attempting pregnancy

D. Sexually Transmitted Disease Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: pp 17- 20):

Provide STD services in accordance with CDC's STD treatment and HIV testing guidelines.

1 Assess client.
   a) Discuss client's reproductive life plan
   b) Obtain medical history
   c) Obtain sexual health assessment
   d) Check immunization status

2. Screen client for STDs
   a) Test sexually active women < 25 years of age and high-risk women > 25 years of age yearly for chlamydia and gonorrhea
   b) Screen clients for HIV/AIDS in accordance with CDC HIV testing guidelines which include routinely screening all clients aged 13-64 years for HIV infection at least one time. Those likely to be high risk for HIV should be re-screened at least annually or per CDC Guidelines
   c) Provide additional STD testing as indicated
      - Syphilis
        - Populations at risk include MSM, commercial sex workers, persons who exchange sex for drugs, those in adult correctional facilities and those living in communities with high prevalence of syphilis
        - Pregnant women should be screened for syphilis at the time of their positive pregnancy test if there might be delays in obtaining prenatal care.
      - Hepatitis C
        - CDC recommends one-time testing for hepatitis C (HCV) for persons born during 1945–1965, as well as persons at high risk.

4 Treat client and his/her partner(s), through expedited partner therapy, if positive for STDs in a timely fashion to prevent complications, re-infection, and further spread in accordance with CDC's STD treatment guidelines. Re-test as indicated Follow NH Bureau of Infectious Disease Control reporting regulations. (https://www.cdc.gov/std/ept/default.htm)

5 Provide STD/HIV risk reduction counseling.

III. Guidelines for Related Preventive Health Services (Providing Quality Family Planning Services – Recommendations of CDC and US OPA, 2014: p. 20):

A. For clients without a PCP, the following screening services should be provided on-site or by referral in accordance with federal and professional medical recommendations:

- Medical History
- Cervical Cytology and HPV vaccine
- Clinical Breast Examination or discussion
- Mammography
- Genital Examination for adolescent males to assess normal growth and development and other common genital findings

IV. Summary (Providing Quality Family Planning Services Recommendations of CDC and US OPA, 2014: pp 22- 23):

A **Checklist of family planning and related preventive health services for women:** Appendix B

B **Checklist of family planning and related preventive health services for men:** Appendix C

V. Guidelines for Other Medical Services

A. Postpartum Services

Provide postpartum services in accordance with federal and professional medical recommendations In addition, provide comprehensive contraception services as described above to meet family planning guidelines

B. Sterilization Services

Public Health Services Guidelines on Sterilization of Persons in Federally Assisted Family Planning Projects (42 CFR Part 50, Subpart B, 10-1-00 Edition) must be followed if sterilization services are offered

C. Minor Gynecological Problems

Diagnosis and treatment are provided according to each agency's medical guidelines

D. Genetic Screening

Initial genetic screening and referral for genetic counseling is provided to clients at risk for transmission of genetic abnormalities Initial screening includes: family history of client and partner

VI. Referrals

Agencies must establish formal arrangements with a referral agency for the provision of services required by Title X that are not available on site Agencies must have written policies/procedures for follow-up on referrals made as a result of abnormal physical exam or laboratory test findings These policies must be sensitive to client's concerns for confidentiality and privacy.

If services are determined to be necessary, but beyond the scope of Title X or the state program clinical guidelines, agencies are responsible to provide pertinent client information to the referral provider (with the client's consent) and to counsel the client on her/his responsibility to follow up with the referral and on the importance of the referral.

When making referrals for services that are not required under Title X or by the state program clinical guidelines, agencies must make efforts to assist the client in identifying payment sources, but agencies are not responsible for payment for these services.

VII. Emergencies

All agencies must have written protocols for the management of on-site medical emergencies Protocols must also be in place for emergencies requiring transport, after-hours management of contraceptive emergencies and clinic emergencies. All staff must be familiar with emergency protocols

VIII. Resources

Contraception:

- US Medical Eligibility for Contraceptive Use, 2016.
  http //www cdc.gov/reproductivehealth/UnintendedPregnancy/USMEC htm
- U S Selected Practice Recommendations for Contraceptive Use, 2016
  https //www cdc gov/mmwr/volumes/65/rr/rr6504a1 htm?s_cid=rr6504a1_w
  - **CDC MEC and SPR are available as a mobile app**
    https //www cdc gov/mobile/mobileapp html
- Bedsider https://www.bedsider.org/
  - Evidence-based resource for contraceptive counseling for patients and providers

- "Emergency Contraception," ACOG, *ACOG Practice Bulletin, No 152,* September, 2015. (Reaffirmed 2018) https //www acog org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Emergency-Contraception

- "Long-Acting Reversible Contraception Implants and Intrauterine Devices," ACOG Practice Bulletin Number 186, November 2017. https.//www acog org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Long-Acting-Reversible-Contraception-Implants-and-Intrauterine-Devices

- ACOG LARC program· clinical, billing, and policy resources https·//www acog org/practice-management/coding

- Contraceptive Technology, Hatcher, et al 21st Revised Edition http //www contraceptivetechnology.org/the-book/

- Managing Contraceptive Pill Patients, Richard P. Dickey.

- Emergency Contraception https //www acog org/patient-resources/faqs/contraception/emergency-contraception

- Condom Effectiveness: http.//www cdc.gov/condomeffectiveness/index.html

Preventative Care

- US Preventive Services Task Force (USPSTF) http //www.uspreventiveservicestaskforce.org

    - U.S. Preventive Services Task Force (USPSTF), Guide to Clinical Preventive Services, 2014 http //www ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index html

- "Cervical cancer screening and prevention," ACOG Practice Bulletin Number 168, October 2016 (Reaffirmed 2018) https //www acog org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Cervical-Cancer-Screening-and-Prevention

- American Society for Colposcopy and Cervical Pathology (ASCCP) http //www.asccp.org

    - Massad et al, 2012 Updated Consensus Guidelines for the Management of Abnormal Cervical Cancer Screening Tests and Cancer Precursors 2013, American Society for Colposcopy and Cervical Pathology Journal of Lower Genital Tract Disease, Volume 17, Number 5, 2013, S1YS27

    - **Mobile app: Abnormal pap management**

      https·//www asccp org/mobile-app

- "Breast Cancer Risk Assessment and Screening in Average-Risk Women," ACOG Practice Bulletin Number 179, July 2017. https //www acog org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Breast-Cancer-Risk-Assessment-and-Screening-in-Average-Risk-Women

Adolescent Health

- American Academy of Pediatrics (AAP), Bright Futures, Guidelines for Health Supervision of Infants, Children, and Adolescents, 4th Edition. https·//brightfutures aap org/Bright%20Futures%20Documents/BF4_Introduction pdf
- American Medical Association (AMA) Guidelines for Adolescent Preventive Services (GAPS) http·//www.uptodate com/contents/guidelines-for-adolescent-preventive-services
- North American Society of Pediatric and Adolescent Gynecology http //www naspag org/
- American Academy of Pediatrics (AAP), Policy Statement· "Contraception for Adolescents", September, 2014 http //pediatrics aappublications.org/content/early/2014/09/24/peds 2014-2299
- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient. Pediatrics, September 2017, VOLUME 140 / ISSUE 3
- Mandated Reporting: https.//www fpntc org/resources/mandatory-child-abuse-reporting-state-summaries/new-hampshire

Sexually Transmitted Diseases

- USDHHS Centers for Disease Control (CDC), STD Treatment Guidelines http·//www cdc gov/std/treatment/.
    - **Available as a mobile app**· https //www cdc gov/mobile/mobileapp html
- Expedited Partner Therapy CDC https //www cdc gov/std/ept/default.htm
    - NH DHHS resource on EPT in NH. https //www dhhs nh gov/dphs/bchs/std/ept htm
- AIDS info (DHHS) http //www aidsinfo nih gov/

Pregnancy testing and counseling/Early pregnancy management

- Exploring All Options· Pregnancy Counseling Without Bias Quality Family Planning, FPNTC is supported by the Office of Population Affairs of the U.S Department of Health and Human Services. https.//www.fpntc.org/sites/default/files/resources/2017-10/fpntc_expl_all_options2016 pdf

- American Academy of Pediatrics, Policy Statement, Options Counseling for the Pregnant Adolescent Patient Pediatrics, September 2017, VOLUME 140 / ISSUE 3

- Guidelines for Perinatal Care, 8th Edition. AAP Committee on Fetus and Newborn and ACOG Committee on Obstetric Practice. Edited by Sarah J. Kilpatrick, Lu-Ann Papile and George A Macones Book | Published in 2017 ISBN (paper)· 978-1-61002-087-9 https //ebooks aappublications org/content/guidelines-for-perinatal-care-8th-edition

- "Early pregnancy loss." ACOG Practice Bulletin No. 200. American College of Obstetricians and Gynecologists Obstet Gynecol 2018,132 e197–207. https //www acog org/Clinical-Guidance-and-Publications/Practice-Bulletins/Committee-on-Practice-Bulletins-Gynecology/Early-Pregnancy-Loss

Fertility/Infertility counseling and basic workup

- American Society for Reproductive Medicine (ASRM) http·//www.asrm org

    - Practice Committee of the American Society for Reproductive Medicine in collaboration with the Society for Reproductive Endocrinology and Infertility Optimizing natural fertility a committee opinion Fertil Steril, January 2017, Volume 107, Issue 1, Pages 52–58

    - Practice Committee of the American Society for Reproductive Medicine Diagnostic evaluation of the infertile female: a committee opinion Fertil Steril 2015 Jun;103(6):e44-50 doi: 10.1016/j.fertnstert 2015.03 019. Epub 2015 Apr 30.

Preconception Visit

- Prepregnancy counseling ACOG Committee Opinion No. 762. American College of Obstetricians and Gynecologists. Obstet Gynecol 2019;133:e78–89. https.//www acog org/clinical/clinical-guidance/committee-opinion/articles/2019/01/prepregnancy-counseling

Other

- American College of Obstetrics and Gynecology (ACOG) Practice Bulletins and Committee Opinions are available on-line to ACOG members only, at http.//www acog.org Yearly on-line subscriptions and CD-ROMs are available for purchase through the ACOG Bookstore. *Compendium of Selected Publications* contains all of the ACOG Educational Bulletins, Practice Bulletins, and Committee Opinions that are current as of December 31, 2018 Can be purchased by Phone. (800) 762-2264 or (770) 280-4184, or through the Online bookstore. https //sales acog org/2019-Compendium-of-Selected-Publications-USB-Drive-P498 aspx

- American Cancer Society http //www.cancer.org/
- Agency for Healthcare Research and Quality http //www ahrq.gov/clinic/cpgsix htm
- Partners in Information Access for the Public Health Workforce phpartners.org/ph_public/
- Women's Health Issues, published bimonthly by the Jacobs Institute of Women's Health. http.//www whijournal com
- American Medical Association, Information Center http //www.ama-assn.org/ama
- US DHHS, Health Resources Services Administration (HRSA) http //www hrsa gov/index html
- "Reproductive Health Online (Reproline)", Johns Hopkins University http //www reprolineplus org
- National Guidelines Clearinghouse (NGCH) http //www guideline.gov
- Know & Tell, child abuse and neglect Information and trainings: https://knowandtell org/

Additional Resources:

- American Society for Reproductive Medicine: http //www asrm org
- Centers for Disease Control & Prevention A to Z Index, http //www cdc.gov/az/b html
- Emergency Contraception Web site http //ec princeton edu/
- Office of Population Affairs. http://www hhs.gov/opa
- Title X Statute http://www.hhs.gov/opa/title-x-family-planning/title-x-policies/statutes-and-regulations
- Appropriations Language/Legislative Mandates http·//www hhs.gov/opa/title-x-family-planning/title-x-policies/legislative-mandates
- Sterilization of Persons in Federally Assisted Family Planning Projects Regulations https://www hhs.gov/opa/sites/default/files/42-cfr-50-c_0.pdf

NH FAMILY PLANNING PROGRAM

NH DIVISION OF Public Health Services
Department of Health and Human Services

Title X Community Participation, Education and Project Promotion

Section: Maternal & Child Health Sub Section(s): Family Planning Program Version: 2.0
Effective Date: [July 1, 2021] Next Review Date: [June 30, 2022]

Approved by:	Haley Johnston
Authority	Code of Federal Regulations 42 CFR 59.6(a) ecfr.gov

This set of policies describe the NH Family Planning Program's (NH FPP) process for ensuring sub-recipient compliance with Community Participation, Education and Project promotion requirements under the Title X Project. The following are covered in this section:

- Advisory Committee & Informational & Educational Materials Review and Approval
- Collaborative Planning and Community Engagement
- Community Awareness and Education

I. Advisory Committee and Informational & Educational Materials

Advisory Committee

Sub-recipients must have an Advisory Committee to provide an opportunity for participation in the development, implementation and evaluation of the project by persons broadly representative of all significant elements of the population served and by persons in the community knowledgeable about the community's needs for family planning services [42 CFR 59.5(b)(10)].

The Advisory Committee must:

- Consist of five to nine members
  - *The size of the committee can differ from these limits with written documentation and approval from the Office of Populations Affairs (42 CFR 59.6(b)(1)).*
  - Helpful Tip: Possessing more than five members will allow for continued compliance and allot more time for member recruitment if someone chooses to leave the committee.
- Be broadly representative of the population or community that is to be served by the sub-recipient agency.
- Meet regularly (in-person or virtually) to oversee the agency's Title X project, including the review and approval of informational and educational (I&E) materials.

A board or committee that is already in existence can be used for the purpose of the Advisory Committee and/or I&E Committee as long as it meets the requirements. Check with local health department staff, agency upper management, community groups, or organizations (e.g., school-based health centers; public health advisory; alcohol and drug programs). *Note: In-house agency staff cannot serve as committee members.*

Informational & Educational (I&E) Materials Review and Approval

The Title X Grantee (Department of Health and Human Services, Division of Public Health Services, NH Family Planning Program (NH FPP)) delegates the I&E operations for the review and approval of materials to sub-recipient agencies; however, oversight of the I&E committee(s) and review process rests with the NH FPP. The NH FPP will ensure that sub-recipients and service sites adhere to all Title X I&E materials review and approval requirements.

Responsibility for Review and Approval

All I&E materials developed or made available under the Title X Project must be reviewed and approved by the sub-recipient Advisory Committee prior to their distribution. If the Advisory Committee chooses it can delegate it's I&E functions and responsibilities to a separate I&E Committee; however the final responsibility of all I&E materials still lies with the Advisory Committee. *If a separate I&E Committee is used, it must consist of five to nine members that are broadly representative of the population or community for which the I&E materials are intended.*

The responsible committee (I&E or Advisory) may delegate responsibility for the review of the factual, technical, and clinical accuracy of all I&E materials developed or made available under the Title X-funded project to appropriate project staff (e.g., RN, NP, CNM). If this function is delegated to appropriate project staff, the responsible committee must still then oversee operations and grant final approval.

<u>The following language may be used for the purpose of member recruitment or orientation</u>:

- Federally funded family planning agencies provide critical health services to low-income and uninsured individuals to prevent unintended pregnancies.
- The federal grant requires advisory committee review and approval of all educational materials and information before distribution to the community.
- Advisory committees assist in evaluating and selecting materials appropriate for clients and the community.
- The family planning agency sends committee members materials, such as pamphlets, videos, posters, or teaching tools. Members complete an I&E review form or attend a meeting to give feedback regarding material appropriateness for the audience and community.

Material Review and Approval Process

The responsible committee must review and approve all I&E materials developed or made available under the project prior to their distribution to ensure that the materials are suitable for the population and community for which they are intended and to ensure their consistency with the purposes of Title X (Section 1006(d)(1), PHS Act; 42 CFR 59.6(a)). Thereafter, **all materials being distributed or made available under the Title X project must be reviewed and re-approved or expired on an annual basis.**

The following criteria must be used for reviewing and approving materials to ensure that the above requirements are fulfilled:

- Consider the educational and cultural backgrounds of the individuals to whom the materials are addressed;
- Consider the standards of the population or community to be served with respect to such materials;
- Review the content of the material to assure that the information is factually correct;
- Determine whether the material is suitable for the population or community for which it is to be made available; and
- Establish a written record of its determinations.

Committee meetings specifically for I&E material review and approval are not required, but strongly recommended. The committee may choose to meet in-person or via conference calls, or may communicate by e-mail, phone, fax or mail for each material's review.

Documentation Requirements for Advisory Committee and I&E Materials

The NH FPP will collect documentation described below as required or as necessary in order to monitor sub-recipients to ensure compliance with the Title X project as it relates to the Advisory Committee and the review and approval of I&E materials.

1.) **I&E Master List Requirement.** On an annual basis, sub-recipients will be required to submit a comprehensive master list of I&E materials that are currently being distributed or are available to Title X clients. The list must include the date of approval, which must be within one year from the date the I&E master list is due to be submitted.

2.) **Policies and Procedures.** Sub-recipients must have written documentation that outlines their process for conducting material reviews, which must include:
   - A process for assessing factual accuracy of the content of I&E materials reviewed.
   - How the factual, technical, and clinical accuracy is ensured by the committee or appropriate project staff.
   - Criteria and procedures the committee members will use to ensure that the materials are suitable for the population and community for which they are intended.
   - Processes for reviewing materials written in languages other than English.
   - How review and approval records will be maintained.
   - How old materials will be expired.
   - Process to document compliance with the membership size requirement for the Advisory Committee (updated lists/rosters, meeting minutes).
   - How the Advisory Committee provides oversight and final approval for I&E materials, if this responsibility is delegated.
   - Process to document that the I&E/Advisory Committee is/are active (meeting minutes).
   - Process for selecting individuals to serve on the I&E/Advisory Committee(s) to ensure membership is broadly representative of the population/community being served.
   - Process for documenting compliance with all I&E/Advisory Committee requirements (meeting minutes, review form used).

II. Collaborative Planning and Community Engagement

Sub-recipients must establish community engagement plans that ensure individuals who are broadly representative of all significant elements of the population served, and those who are knowledgeable about the community's needs for family planning services, will participate in developing, implementing, and evaluating the Title X project (42 CFR 59.5(b)(10)).

A community participation committee must be identified to serve the community engagement function. The I&E/Advisory committee may be used to fulfill this function or a separate group may be identified, so long as it meets the requirements. The community participation committee must meet annually or more often as appropriate.

Suggestions for Collaborative Planning and Community Engagement:

- Conduct routine community needs assessments and/or joint community needs assessments with community partners where service areas overlap.
- Administer client satisfaction surveys and use results for program planning.
- Collect feedback from clients through social media platforms.
- Develop mechanism for obtaining feedback from community members on agency Title X services and materials. Mechanisms may include a community advisory committee, youth advisory committee, or patient advisory committee.
- Present at community meetings and solicit feedback.
- Conduct a survey with community partners (mental health and primary care providers, shelters, prisons, faith-based organizations, school personnel, parent groups, social service agencies, food pantries, and other community organizations).
- Conduct focus groups with clients or community partners.
- Problem solve at service sites (e.g., determine how to increase male services; solve a "no show" problem; improve customer service).
- Offer feedback about your family planning program strengths and suggest areas needing improvement. Serve as family planning advocates to increase community awareness of the need for family planning services and the impact of services.

Sub-recipients must establish within policies and procedures:

- A process by which diverse community members (identified through needs assessment) will be involved in efforts to develop, assess, and/or evaluate the family planning project.
- A process for documenting community engagement activities (reports, meeting minutes).
- A process to document the committee is active (meeting minutes).

III. Community Awareness and Education

Each family planning project must establish and implement planned activities to facilitate community awareness of and access to family planning services through the provision of community information and education programs. Sub-recipients must provide for community education and participation programs which should serve to "achieve community understanding of the objectives of the project, inform the community of the availability of services, and promote continued participation in the project by persons to whom family planning services may be beneficial" (42 CFR 59.5(b)(3)). The community education program(s) should be based on an assessment of the needs of the community and should contain an implementation and evaluation strategy. The community participation committee described above can be utilized to execute the functions and operations of this requirement.

Sub-recipients must establish within policies and procedures:

- A process for assessing community awareness of and need for access to family planning services.
- A process for documenting implementation and evaluation of plan activities.
- A community education and service promotion plan that:
    - states that the purpose is to achieve community understanding of the objectives of the project, make known the availability of services to potential clients, and encourage continued participation by persons to whom family planning may be beneficial,
    - promotes the use of family planning among those with unmet need,
    - utilizes an appropriate range of methods to reach the community, and
    - includes an evaluation strategy.

Suggestions for Community Awareness and Education Activities:

- Community Presentations (e.g., providing education at a local school on a reproductive health topic).
- Attending community events to provide health education to attendees (e.g., tabling events, community meetings).
- Conduct presentations to inform community partners ((mental health and primary care providers, shelters, prisons, faith-based organizations, school personnel, parent groups, social service agencies, food pantries, and other community organizations) of services, locations, and hours.
- Meet with community partners and coalitions to discuss family planning program and potential referral opportunities.
- Post up-to-date program information at a range of community venues, including virtual platforms (websites, social media, etc.).
- Distribute and post flyers.
- Distribute program information at community events (e.g., tabling events).

NH FAMILY PLANNING PROGRAM

NH DIVISION OF Public Health Services
Department of Health and Human Services

Community Participation, Education, and Project Promotion Agreement

On behalf of _____, I hereby certify that I have read and understand this
(Agency Name)

policy regarding Community Engagement, Education, and Project Promotion as detailed above. I agree to ensure all agency staff and sub-contractors working on the Title X project understand and adhere to the aforementioned policies and procedures set forth.

_____

Authorizing Official: Printed Name

_____ _____

Authorizing Official: Signature Date

TITLE X FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY XX-XX
(Contract Period - July 1, 20XX – June 30, 20XX)

AGENCY: _____ COMPLETED BY: _____

NH Family Planning Program (NH FPP) Priorities:

1. Ensuring that all clients receive contraceptive and other services in a *voluntary*, *client*-centered and *non-coercive* manner in accordance with national standards and guidelines, such as the Centers for Disease Control and Prevention *(CDC), Quality Family Planning* (QFP) and NH FPP clinical guidelines and scope of services, with the goal of supporting clients' decisions related to preventing or achieving pregnancy;
2. Assuring the delivery of quality family planning and related preventive health services, with priority given to individuals from low-income families;
3. Providing access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with the NH FPP program clinical guidelines and national standards of care. These services include, but are not limited to, contraceptive services including fertility awareness based methods, pregnancy testing and counseling, services to help clients achieve pregnancy, basic infertility services, STD services, preconception health services, and breast and cervical cancer screening. The broad range of services does not include abortion as a method of family planning;
4. Assessing clients' reproductive life plan/reproductive intentions as part of determining the need for family planning services, and providing preconception services as stipulated in QFP;
5. Following a model that promotes optimal health outcomes (physical, mental and social health) for the client by emphasizing comprehensive primary health care services and substance use disorder screening, along with family planning services preferably at the same location or through nearby referral providers;
6. Providing counseling for adolescents that encourages the delay the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion;
7. Identifying individuals, families, and communities in need, but not currently receiving family planning services, through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provide needed services; and
8. Demonstrating that the project's infrastructure and management practices ensure sustainability of family planning and reproductive health services delivery throughout the proposed service area including:
    - Incorporation of certified Electronic Health Record (EHR) systems (when available) that have the ability to capture family planning data within structured fields;
    - Evidence of contracts with insurance plans and systems for third party billing as well as the ability to facilitate the enrollment of clients into private insurance and Medicaid, optimally onsite; and to report on numbers of clients assisted and enrolled; and
    - Addressing the comprehensive health care needs of clients through formal, robust linkages or integration with comprehensive primary care providers.

TITLE X FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY XX-XX
(Contract Period - July 1, 20XX – June 30, 20XX)

AGENCY: _____ COMPLETED BY: _____

New Hampshire will also consider and incorporate the following *key issues* within its Service Delivery Work Plan:

- Adhere to the most current Family Planning Scope of Services and NH FPP clinical guidelines;
- Establish efficient and effective program management and operations;
- Provide patient access to a broad range of contraceptive options, including Long Acting Reversible Contraceptives (LARC) and fertility awareness based methods (FABM), other pharmaceuticals, and laboratory tests, preferably on site;
- Use of performance measures to regularly perform quality assurance and quality improvement activities, including the use of measures to monitor contraceptive use;
- Establish formal linkages and documented partnerships with comprehensive primary care providers, HIV care and treatment providers, and mental health, drug and alcohol treatment providers;
- Incorporate the National HIV/AIDS Strategy (NHAS) and CDC's "Revised Recommendations for HIV Testing of Adults, Adolescents and Pregnant Women in Health Care Settings;" and
- Conduct efficient and streamlined electronic data collection, reporting and analysis for internal use in monitoring staff or program performance, program efficiency, and staff productivity in order to improve the quality and delivery of family planning services.

TITLE X FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY XX-XX
(Contract Period - July 1, 20XX – June 30, 20XX)

AGENCY: _____ COMPLETED BY: _____

Goal 1: Maintain access to family planning services for low-income populations across the state.

Performance INDICATOR #1:

Through June 20XX, the following targets have been set:
1a. ____ clients will be served
1b ____ clients <100% FPL will be served
1c. ____ clients <250% FPL will be served
1d. ____ clients <20 years old will be served
1e. ____ clients on Medicaid will be served
1f. ____ male clients will be served

SFY XX Outcome
1a. ____ Clients served
1b ____ Clients <100% FPL
1c. ____ Clients <250% FPL
1d. ____ Clients <20 years old
1e. ____ Clients on Medicaid
1f. ____ Clients – Male
1g. ____ Women <25 years old positive for Chlamydia

_____

Through June 20XX, the following targets have been set:
1a. ____ clients will be served
1b ____ clients <100% FPL will be served
1c. ____ clients <250% FPL will be served
1d. ____ clients <20 years old will be served
1e. ____ clients on Medicaid will be served
1f. ____ male clients will be served

SFY XX Outcome
1a. ____ Clients served
1b ____ Clients <100% FPL
1c. ____ Clients <250% FPL
1d. ____ Clients <20 years old
1e. ____ Clients on Medicaid
1f. ____ Clients – Male
1g. ____ Women <25 years old positive for Chlamydia

TITLE X FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY XX-XX
(Contract Period - July 1, 20XX – June 30, 20XX)

AGENCY: _____ COMPLETED BY: _____

Goal 2: Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.

By August 31, 20XX 100% of sub-recipient agencies will have a policy for how they will include abstinence in their education of available methods in being a form of birth control amongst family planning clients, specifically those clients less than 18 years old. (*Performance Measure #5*)

☐ Sub-recipient provides grantee a copy of abstinence education policy for review and approval by August 31, 20XX.

Goal 3: Assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

By August 31, 20XX, 100% of sub-recipient agencies will have a policy for how they will provide STD/HIV harm reduction education with all family planning clients. (*Performance Measure #6)*

☐ Sub-recipient provides grantee a copy of STD/HIV harm reduction education policy for review and approval by August 31, 20XX.

Goal 4: Provide appropriate education and networking to ensure vulnerable populations are aware of the availability of family planning services and to inform public audiences about Title X priorities.

By August 31st, of each SFY, sub-recipients will complete an outreach and education report of the number of community service providers that they contacted in order to establish effective outreach for populations in need of reproductive health services. (*Performance Measure #7)*

☐ Sub-recipient provides grantee a copy of completed outreach & education report by August 31, 20XX.

☐ Sub-recipient provides grantee a copy of completed outreach & education report by August 31, 20XX.

TITLE X FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY XX-XX
(Contract Period - July 1, 20XX – June 30, 20XX)

AGENCY: _____ COMPLETED BY: _____

Goal 5: The NH FPP program will assure sub-recipient agencies are providing appropriate training and technical assistance to ensure Title X family planning staff (e.g., any staff with clinical, administrative and/or fiscal responsibilities) are aware of federal guidelines, program priorities, and new developments in reproductive health and that they have the skills to respond.

By August 31st of each SFY, sub-recipients will submit an annual training report for clinical & non-clinical staff that participated in the provision of family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines. (*Performance Measure #8)*

☐ Sub-recipient provides grantee a copy of completed annual training report by August 31, 20XX.

☐ Sub-recipient provides grantee a copy of completed annual training report by August 31, 20XX.

Goal 6: Provide counseling for minors that encourages delaying the onset of sexual activity and abstinence as an option to reduce sexual risk, promotes parental involvement, and discusses ways to resist sexual coercion.

Within 30 days of Governor and Council Approval, 100% of sub-recipient agencies will have a policy for how they will provide minors counseling to all clients under 18 years of age.

☐ Sub-recipient provides grantee a copy of minors' policy for review and approval within 30 days of Governor and Council Approval

Clinical Performance:
The following section is to report inputs/activities/evaluation and outcomes for three out of six Family Planning Clinical Performance Measures as listed below:

- **Performance Measure:** The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling
- **Performance Measure:** The percent of female family planning clients < 25 years old screened for chlamydia infection.
- **Performance Measure:** The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)

TITLE X FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY XX-XX
(Contract Period - July 1, 20XX – June 30, 20XX)

AGENCY: _____ COMPLETED BY: _____

Work Plan Instructions:

Please use the following template to complete the two-year work plan for the FY XX & FY XX. The work plan components include:

- Project Goal
- Project Objectives
- Inputs/Resources
- Planned Activities
- Planned Evaluation Activities

Project Goals:
Broad statements that provide overall direction for the Family Planning Services.

Project Objectives:
List 2-3 objectives for each goal. Objectives represent the steps an agency will take to achieve each goal. *Each objective should be* ***Specific, Measurable, Achievable, Realistic, and Time-phased*** *(SMART).* Each objective must be related and contribute directly to the accomplishment of the stated goal.

Input/Resources:
List all the inputs, resources, contributions and/or investments (e.g., staff, bus vouchers, training, etc.) the agency will use to implement the planned activities and planned evaluation activities. ***Note:*** Inputs listed on your work plan, such as staff, should also be accounted for in your budget.

Planned Activities:
Activities describe what your agency plans to do to bring about the intended objectives (e.g., bus vouchers, trainings, etc.)

Evaluation Activities:
Activities that tell us how you will determine whether or not the planned activities were effective (i.e., did you achieve your measurable objective?)

Work Plan Performance Outcome:
At the end of each SFY you will report your annual outcomes, indicate if targets were met, describe activities that contributed to your outcomes and explain what your agency intends to do differently over the next year.

TITLE X FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY XX-XX
(Contract Period - July 1, 20XX – June 30, 20XX)

AGENCY: _____ COMPLETED BY: _____

Sample Work Plan

Project Goal: To provide to patients/families support that enhance clinical services and treatment plans for population health improvement
Project Objective #1: (Care Management/Health Coaching/Behavior Change Assistance): By June 30, 2017, 60% of patients who complete a SWAP (Sustained Wellness Action Plan) will report an improvement in health/well-being, as measured by responses to a Quality of Life Index.

INPUT/RESOURCES	PLANNED ACTIVITIES
RN Health Coaches	1. Clinical Teams will assess patients/families' potential for benefit from more intensive care management and refer cases to Care Management Team and Health Coaching, as appropriate.
Care Management Team	2. Care Management Team may refer, based on external data (such as payer claims data and high-utilization data)
	3. RN Health Coaches assess patients/families and engage in SWAP, as appropriate.
Clinical Teams	4. SWAP intervention may include Team-based interventions, such as family meetings with Social Work, Behavioral Health, etc.
Behavioral Health and LCSW staff	5. Comprehensive SWAP may include referral to additional self-management activities, such as chronic disease self-management program workshops.
SWAP materials and SWAP	6. RN Health Coaches will administer Quality Of Life Index at start and completion of SWAP.
	EVALUATION ACTIVITIES
Self-Management Programs and Tools	1. Director of Quality will analyze data semi-annually to evaluate performance.
	2. Care Management Team will conduct regular reviews of SWAP results as part of weekly meetings and examine qualitative data.

Project Objective #2: (Care Management/Care Transitions): By June 30, 2017, 75% of patients discharged from an inpatient hospital stay during the measurement period will have received Care Transitions follow-up from agency staff

INPUT/RESOURCES	PLANNED ACTIVITIES
Nursing/Triage Staff	1. Nursing/Triage Staff will access available data on inpatient discharges each business day and complete Transition of Care follow-up, as per procedure.
Care Transitions Team	2. Care Transitions Champion and other Care Transitions Team members will participate in weekly telephone calls to do care coordination activities and status updates for patients who are inpatients in local critical Access
Care Management Team	Hospital, have just been discharged, or that staff feel may be at risk for an upcoming admission.
	3. Staff conducting Transitions of Care follow-up will update patients' record, including medication
EHR	reconciliation.
	EVALUATION ACTIVITIES
Transitions of Care template documentation	1. Care Management Team will evaluate available data (example: payer claims data, internal audits/reports) semi-annually to evaluate program effectiveness on patient care coordination and admission rates/utilization
	2. Director of Quality will run Care Transitions report semi-annually to evaluate performance.
Access to local Hospital data	

TITLE X FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY XX-XX
(Contract Period - July 1, 20XX – June 30, 20XX)

AGENCY: _____ COMPLETED BY: _____

Program Goal: Assure that all women of childbearing age receiving family planning services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.	
Performance Measure: The percent of all female family planning clients of reproductive age (15-44) who receive preconception counseling	
Project Objective:	
INPUT/RESOURCES	**PLANNED ACTIVITIES**
	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY XX Outcome: *Insert your agency's data/outcome results here for July 1, 20XX- June 30, 20XX.*
_____ Target/Objective **Met**
Narrative*: Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*
Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*
_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY XX Outcome: *Insert your agency's data/outcome results here for July 1, 20XX- June 30, 20XX*

_____ Target/Objective **Met**
Narrative*: Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*
Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

TITLE X FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY XX-XX
(Contract Period - July 1, 20XX – June 30, 20XX)

AGENCY: _____ COMPLETED BY: _____

Program Goal: ***To promote the availability of STD screening per CDC screening recommendations for chlamydia and other STDs (as well as HIV testing) that have potential long-term impact on fertility and pregnancy***	
Performance Measure: The percent of female family planning clients <25 years old screened for chlamydia infection	
Project Objective:	
INPUT/RESOURCES	**PLANNED ACTIVITIES**
•	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY XX Outcome: *Insert your agency's data/outcome results here for July 1, 20XX- June 30, 20XX*
_____ Target/Objective **Met**
Narrative*: Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*
_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*
_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY XX Outcome: *Insert your agency's data/outcome results here for July 1, 20XX- June 30, 20XX*

_____ Target/Objective **Met**
Narrative*: Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*
Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year*

TITLE X FAMILY PLANNING WORK PLAN
NH FAMILY PLANNING - SFY XX-XX
(Contract Period - July 1, 20XX – June 30, 20XX)

AGENCY: _____ COMPLETED BY: _____

Program Goal: ***Assure access to quality clinical and diagnostic services and a broad range of contraceptive methods.***	
Performance Measure: The percent of women aged 15-44 at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) method (Implant or IUD/IUS)	
Project Objective:	
INPUT/RESOURCES	**PLANNED ACTIVITIES**
	•
	EVALUATION ACTIVITIES
	•

WORK PLAN PERFORMANCE OUTCOME (To be completed at end of each SFY)

SFY XX Outcome: *Insert your agency's data/outcome results here for July 1, 20XX- June 30, 20XX*

_____ Target/Objective **Met**
Narrative*: Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*
_____ Target/Objective **Not Met**
Narrative for Not Meeting Target:

Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*
_____ **Revised Work Plan Attached** (Please check if work plan has been revised)

SFY XX Outcome: *Insert your agency's data/outcome results here for July 1, 20XX- June 30, 20XX*

_____ Target/Objective **Met**
Narrative*: Explain what happened during the year that contributed to success (i.e., PDSA cycles etc.)*

_____ Target/Objective **Not Met**
Narrative for Not Meeting Target: *Explain what happened during the year, why measure was not met, improvement activities, barriers, etc.*
Proposed Improvement Plan: *Explain what your agency will do (differently) to achieve target/objective for next year.*

New Hampshire Planning Program

Family Planning Annual Report (FPAR) Existing Data Elements	Proposed FPAR 2.0 Additional Data Elements
Age	Clinical Provider Identifier
Annual Household Income	Contraceptive Counseling
Birth Sex	Contraceptive provision method (prescription, referral)
Breast Exam	Counseling to achieve pregnancy provided
CBE Referral	CT performed at visit
Chlamydia Test (CT)	CT Test Result
Contraceptive method initial	Date of Last HIV test
Contraceptive method at exit	Date of Last HPV Co-test
Date of Birth	Date of Pap Tests Last 5 years
English Proficiency	Diastolic blood pressure
Ethnicity	Ever Had Sex
Gonorrhea Test (GC)	Facility Identifier
HIV Test – Rapid	GC performed at visit
HIV Test – Standard	GC Test Result
Household Family Size	Gravidity
Medical Services	Height
Office Visit – new or established patient	HIV test performed at visit
Pap Test	HIV Referral Recommended Date
Patient Number	HIV Referral Visit Completed Date
Preconception Counseling	HPV test performed at visit
Pregnancy Status	HPV Test Result
Pregnancy Test	Method(s) Provided At Exit
Primary Contraceptive Method	Parity
Primary Reimbursement	Pap Test in the last 5 years
Principle Health Insurance Coverage	Pregnancy Future Intention
Procedure Visit Type	Pregnancy Status Reporting
Provider Role (e.g., MD, CNM, NP)	Reason for no contraceptive method at intake
Race	Sex in the last 12 Months
Reason for no method at exit	Sex in the last 3 Months
Syphilis test result	Smoking status
Site	Systolic blood pressure
Visit Date	Syphilis test performed at visit
Zip code	Weight

NH Family Planning Reporting Calendar SFY 22-23

Due within *30 days* of G&C approval: • 2020 Clinical Guidelines signatures • SFY 22-23 FP Work Plan	
SFY 22 (July 1, 2021-June 30, 2022)	
Due Date:	**Reporting Requirement:**
October 8, 2021	Public Health Sterilization Records (July-September)
January 14, 2022	FPAR Reporting: • Source of Revenue • Clinical Data (HIV & Pap Tests) • Table 13: FTE/Provider Type
January 14, 2022	Public Health Sterilization Records (October-December)
April 8, 2022	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 6, 2022	Pharmacy Protocols/Guidelines
May 27, 2022	I&E Material List with Advisory Board Approval Dates Federal Scales/Fee Schedules
June 24, 2022	Clinical Guidelines Signatures (effective July 1, 2022)
SFY 23 (July 1, 2022- June 30, 2023)	
Due Date:	**Reporting Requirement:**
July 8, 2022	Public Health Sterilization Records (April-June)
August 31, 2022	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Outcome Report • Data Trend Tables (DTT)
October 7, 2022	Public Health Sterilization Records (July-September)
January 13, 2023	Public Health Sterilization Records (October - December)
January 13, 2023	FPAR Reporting: • Source of Revenue • Clinical Data (HIV & Pap Tests) • Table 13: FTE/Provider Type
April 14, 2023	Public Health Sterilization Records (January-March)
Late April – May (Official dates shared when released from HRSA)	340B Annual Recertification (http://ow.ly/NBJG30dmcF7)
May 5, 2023	Pharmacy Protocols/Guidelines
May 26, 2023	I&E Material List with Advisory Board Approval Dates Federal Scales/Fee Schedules
June 23, 2023	Clinical Guidelines Signatures (effective July 1, 2022)
August 31, 2023	• Patient Satisfaction Surveys • Outreach and Education Report • Annual Training Report • Work Plan Update/Outcome Report • Data Trend Tables (DTT) • Public Health Sterilization Records (April-June)
TBD	**2023 FPAR Data**

All dates and reporting requirements are subject to change at the discretion of the NH Family Planning Program and Title X Federal Requirements.

Family Planning (FP) Performance Indicator #1

Indicators:

1a. ___ clients will be served
1b.___ clients < 100% FPL will be served
1c.___ clients < 250% FPL will be served
1d.___ clients < 20 years of age will be served
1e.___ clients on Medicaid at their last visit will be served
1f.___ male clients will be served

SFY XX Outcome

1a. _____ clients served
1b. _____ clients <100% FPL
1c. _____ clients <250% FPL
1d. _____ clients <20years of age
1e. _____ clients on Medicaid
1f. _____ male clients
1g._____ women <25 years of age positive for chlamydia

Family Planning (FP) Performance Indicator #1 b

Indicator: The percent of family planning clients under 100% FPL in the family planning caseload.

Goal: To increase access to reproductive services to low-income residents.

Definition: **Numerator:** Total number of clients <100% FPL served.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 c

Indicator: The percent of family planning clients under 250% FPL.

Goal: To increase access to reproductive services to low-income residents.

Definition: **Numerator:** Total number of clients <250% FPL served.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 d

Indicator: The percent of family planning clients under 20 years of age.

Goal: To increase access to reproductive services to adolescents.

Definition: **Numerator:** Total number of clients under 20 years of age served.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 e

Indicator: The percent of family planning clients that were Medicaid recipients at the time of their last visit.

Goal: To improve access to reproductive services to Medicaid clients.

Definition: **Numerator:** Number of clients that used Medicaid as payment source.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 f

Indicator: The percent of family planning male clients.

Goal: To increase access to reproductive services to males.

Definition: **Numerator:** Total number of male clients served.

Denominator: Total number of clients served.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Indicator #1 g

Indicator: The proportion of women <25 years old screened for chlamydia that tested positive.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk.

Definition: **Numerator:** Total number of women <25 years old that tested positive for chlamydia.

Denominator: The total number of women <25 years old screened for chlamydia.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #1

Measure: The percent of family planning clients of reproductive age who received preconception counseling.

Goal: To assure that all women of childbearing age receiving Title X services receive preconception care services through risk assessment (i.e., screening, educational & health promotion, and interventions) that will reduce reproductive risk.

Definition: **Numerator:** Total number of clients of reproductive age who receive preconception health counseling.

Denominator: Total number of clients of reproductive age.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #2

Measure: The percent of female family planning clients < 25 years old screened for chlamydia infection.

Goal: To improve diagnosis of asymptomatic chlamydia infection in the age group with highest risk.

Definition: **Numerator:** Total number of chlamydia tests for female clients <25 years old.

Denominator: Total number of female clients < 25 years old.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Measure #3

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring, or diaphragm) contraceptive method.

Goal: To improve utilization of most and moderately effective contraceptive methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk for unintended pregnancy provided a most or moderately effective contraceptive method.

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Measure #4

Measure: The percentage of women aged 15-44 years at risk of unintended pregnancy that is provided a long-acting reversible contraceptive (LARC) (implants or intrauterine devices systems (IUD/IUS)) method.

Goal: To improve utilization of LARC methods to reduce unintended pregnancy.

Definition: **Numerator:** The number of women aged 15-44 years at risk of pregnancy that is provided a long-acting reversible contraceptive (LARC) method (implants or IUD/IUS).

Denominator: The number of women aged 15-44 years at risk for unintended pregnancy.

Data Source: Family Planning Data Base System

Family Planning (FP) Performance Measure #5

Measure: The percent of family planning clients less than 18 years of age who received education that abstinence is a viable method/form of birth control.

Goal: To improve access to a broad range of effective contraceptive methods, including abstinence, to prevent unintended pregnancy, STDs and HIV/AIDS.

Definition: **Numerator:** Total number of clients under the age of 18 who received abstinence education.

Denominator: Total number of clients under the age of 18.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #6

Measure: The percentage of family planning clients who received STD/HIV reduction education.

Goal: To ensure that all clients receive STD/HIV reduction education.

Definition: **Numerator:** The total number of clients that received STD/HIV reduction education.

Denominator: The total number of clients served.

Data Source: Electronic Medical Records (EMR)

Family Planning (FP) Performance Measure #7

Community Partnership Report

Definition: This measure requires for meetings (in-person and/or virtual) with agencies or individuals intended to increase linkages between the family planning program and key partners in the community. Outreach efforts should include: (1) learning about the partner agency (2) informing the partner agency about family planning services and (3) identifying areas where linkages can be established. The most effective outreach is targeted to a specific audience and/or purpose and is directed based on identified needs. *All sites are required to make one contact annually with the local DCYF office*. **Please be very specific in describing the outcomes of the linkages you were able to establish.**

SAMPLE:

Outreach Plan		Outreach Report	
Agency/Individual Partner Contacted	**Purpose**	**Contact Date**	**Outcome – Linkages Established**

Family Planning (FP) Performance Measure #8

Annual Training Report

Definition: This measure requires the family planning delegate to submit an annual training report for clinical & non-clinical staff that participate in the provision of family planning services and/or activities to ensure adequate knowledge of Title X policies, practices and guidelines.